AMENDED AND RESTATED
DECLARATION OF
COVENANTS, STIPULATIONS AND RESTRICTIONS
ADOBE WELLS SENIOR CITIZEN SUBDIVISION
HIDALGO COUNTY, TEXAS

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

That the record owners entitled to cast at least sixty-seven percent (67%) of the votes of the owners of the land described below, do 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 re-subdivision 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, hereinafter referred to as Section I, 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, 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, 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, hereinafter referred to as Section III, phase 2.

The above-described land shall hereinafter collectively be called the “Property” and/or the “Subdivision”.

ARTICLE I

Acquisition of ownership of a lot or lots in the Subdivision immediately confers on each and every owner mandatory membership in the Abode Wells Homeowners Association, Inc. (hereinafter called the "Association"). Members of the Association are subject to these Covenants, the By-Laws, and any Rules and Regulations duly adopted by the Association. Membership shall automatically transfer with conveyance of a lot. No Member of the Association may own or have voting interest of more than 3 properties.

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 of the Association on an individual basis. Guests 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 lot may be leased or rented for a term of less than 1 month, except for leases between buyers and sellers incident to the sale of the residence, without prior 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 a Recreational Vehicle or a manufactured mobile home shall be installed within the set-backs specified in Article III 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 feet. 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. In Section I only, unenclosed carports may extend to the front property line. Sideline setbacks for Section I shall be 5 feet for rectangular lots and 4 feet for parallelogram lots. On parallelogram lots, the nearest corner of the carport, shall not extend into the 4 foot street easement.

In Section II, with the exception of lots designated "T", and Section III, Adobe Wells streets are 30 feet wide. Plat map dedicates 40 feet right-of-way. Thus the front lot line is 5 feet in from the street. This 5 feet 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 feet of a platted lot (15 feet from the street). In addition, there is a 5 foot set-back from each side line on which no permanent structure 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 feet. Plat map dedicates 30 foot right-of-way. Thus, the front lot line is approximately 2-1/2 feet from the pavement.

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

On parallelogram lots in Sections I, II, and III the following set-backs must be maintained: at least 5 feet from the front property line to the nearest corner of a structure, either a RV, mobile home or canopy, and at least 4 feet 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 feet of a platted lot for a structure, check with official records in the business office to ascertain if the 5 feet 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 feet 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 feet each way from the corner point of the property line and a line connecting the two points.

ARTICLE IV

Section 1: No mobile home or recreational vehicle other than a newly manufactured mobile home and/or recreational vehicle may be permanently installed on any lot without written approval by the Board of Directors. Mobile homes, Recreational Vehicles and/or other structures 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 Association, its successors and assigns, shall have and is granted 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 Association in writing of the full details of such offer, including the name and address of the offeror, whereupon the Association shall have fifteen (15) days after receipt of such notice in which to elect to exercise the right to purchase received by said lot owner and convey 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 Association, 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, the Association may eliminate the unattractive conditions and exact from said owner a reasonable charge for said service, and to secure the payment thereof a lien on the lot in question is hereby reserved unto Association.

Section 2: Owners and residents of the Subdivision may display on their property one or more signs advertising a political candidate or ballot item for an election, but only during the following date range:

(1) no earlier than the 90th day before the date of the election to which the sign relates; and
(2) no later than the 10th day after that election date.

Such political signs that are displayed must be:

(1) ground-mounted; and,
(2) limited to only one sign for each candidate or ballot item.

Such political signs are not permitted if they:

(1) contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
(2) are attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
(3) include the painting of architectural surfaces;
(4) threaten the public health or safety;
(5) are larger than four feet by six feet;
(6) violate a law;
(7) contain language, graphics, or any display that would be offensive to the ordinary person; or
(8) are accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

Other than the signs allowed above, all signs are prohibited without written consent of the Board of Directors. The Association may, upon ten days written notice of a violation of this subsection, affording a hearing on request, enter any Lot and remove a sign displayed in violation this subsection, at the expense of the violator.

Section 3: No overnight or permanent parking shall be allowed upon the streets or alleys of the Subdivision. No more than 2 vehicles (other than motorcycles) may be kept or stored on the same lot at any time. Owners and residents must provide the Association with the make, model, color and license plate number of each vehicle on any lot. No vehicle may be parked on any unpaved portion of any lot. Except for loading or unloading, commercial trucks many not be parked on any lot, street or alley.

Section 4: The overhauling or repair of any vehicle is expressly prohibited within 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 Board of Directors of the Association; such Fees are payable to the Association in advance, monthly, 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 Association for the common good and benefit of the members of the Association, 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. An annual budget for maintenance shall be presented to the membership at the annual meeting for approval. The Board may not increase maintenance fees without Association approval. The Maintenance Fee 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 major project, the Association membership may from time to time levy an Assessment. To secure the payment of Maintenance Fees and/or Assessment, the lien established in the following restrictive covenants (hereinafter called the "Prior Restrictions") is hereby extended, ratified and confirmed:

a. Adobe Wells Mobile Park Ownership Plan Building restrictions and Covenants – Section I, recorded at Volume 1429, Page 674, Official Public Records of Real Property of Hidalgo County, Texas;

b. Adobe Wells Country Club Estates Ownership Plan Building restrictions and Covenants – Section I, recorded at Volume 1764, Page 200, Official Public Records of Real Property of Hidalgo County, Texas; and,

c. Declaration of Covenants, Conditions and Restrictions, recorded at Volume 2865, Page 988, Official Public records of Real Property of Hidalgo County, Texas.

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 tenants only if lot owner is in full compliance with these Covenants.

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

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. The lien established in the Prior Restrictions is hereby extended, ratified and confirmed to extend unto the Association to secure payment of this charge.

ARTICLE X

The undersigned owners intend 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 one 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 due 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 one person belonging to such household is 55 years of age or older.

Section 4: By acceptance of a conveyance of a lot in this Subdivision, each owner agrees to be bound by the above rules and prohibitions. Any Owner who allows any 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.

Section 5: No person who has been convicted of a felony, or who is required by court order to register as a sex offender, may reside on any lot within the Subdivision, unless approved by the Board of Directors. Any person who resides on a lot in the Subdivision as of the date of filing of this Amended and Restated Declaration shall be exempt from this Section.

Section 6: Any person who is ineligible to reside in or occupy any property within the Subdivision may be evicted by the Association upon approval of the Board of Directors.

Section 7: In order to ensure compliance with the foregoing residency requirements, each resident of any lot in the Subdivision shall provide proof of their date of birth, and their identity, upon written demand by the Association, no later than ten days following delivery of such demand, as often as may be demanded by the Association. Failure to do so upon demand shall render any person so refusing ineligible to reside in the Subdivision, and subject to eviction pursuant to Section 6 above. Acceptable proof includes the following:

(1) Driver's license;
(2) Birth certificate;
(3) Passport;
(4) Immigration card;
(5) Military identification;
(6) Any other state, local, national, or international official documents containing a birth date of comparable reliability; or
(7) A certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.

ARTICLE XI

Section 1: The governing body of the Association shall be elected in accordance with the By-Laws adopted by the Association. No person so elected shall be entitled to any form of compensation for services performed pursuant to these Covenants.

Section 2: The Board of Directors may adopt a procedure to impose fines for infractions of this Declaration, the Bylaws and the rules and regulations. For any such procedures to be valid they must be approved by a majority vote of the members of the Association who are present or represented at a meeting of the members at which a quorum is present.

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 approved by the then-owners entitled to cast sixty-seven percent (67%) of all votes of the Association, agreeing to invalidate these covenants in whole or in part. Additionally, these covenants

may be amended at any time by approval of owners entitled to cast sixty-seven percent (67%) of all votes of the Association.

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, and the power and authority to enforce the covenants may be exercised by the Association. Also, the Board of Directors may impose fines or engage in self-help cure of violations as set forth above. Should the Association incur any expense, including but not limited to attorney's fees, due to any violation, then the Association shall be entitled to recover such sums from the violator, and payment of same shall be and is hereby secured by a lien in like manner as an assessment for maintenance. In the event of non-payment of any amount owed the Association may file suit for a personal judgment against person responsible and/or for judicial foreclosure of any lien that may exist, including those arising from this Declaration.

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

Section 4: In accordance with the power granted in the Prior Restrictions, which except as otherwise stated herein are hereby superseded by this Amended and Restated Declaration of Covenants, Stipulation and Restrictions, the owners entitled to cast sixty-seven percent (67%) of all votes of the Association have voted to adopt each Section and Article in this document, as attested by the attached signatures of the President and Vice President of the Association below.

EXECUTED on the __ day of _____, 2026.

ADOBE WELLS HOMEOWNERS ASSOCIATION, INC.,
A Texas Non-Profit Corporation

By:_____
_____, Its President

ATTEST:

By:_____
_____, Its Vice President

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Before me, the undersigned notary public, on this day personally appeared _____, acting on behalf of Adobe Wells Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the __ day of _____, 2026.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Before me, the undersigned notary public, on this day personally appeared _____, acting on behalf of Adobe Wells Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the ____ day of _____, 2026.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Adobe Wells Homeowners Association, Inc.
4901 Daffodil, #465
McAllen TX 78501