

VG-1092-2022-29888

Cameron County
Sylvia Garza-Perez
Cameron County Clerk

Instrument Number: 2022-29888

Real Property Recordings

Recorded On: July 21, 2022 01:26 PM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$76.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 29888
Receipt Number: 20220721000121
Recorded Date/Time: July 21, 2022 01:26 PM
User: Dulce M
Station: CCLERK18_05

Record and Return To:

LAW OFFICE OF R CRAMER MILLER PLLC
1308 E JASMINE

MCALLEN TX 78501



STATE OF TEXAS
Cameron County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Cameron County, Texas

Sylvia Garza-Perez
Cameron County Clerk
Cameron County, TX

STATE OF TEXAS

§

COUNTY OF CAMERON

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LUNAR ESTATES SUBDIVISION SECTION I**

LOS PARIENTES RGV, LLC, a Texas limited liability company ("**Declarant**"), is the owner in fee simple of that certain real property located in Cameron County, Texas, to wit: Lots 1 through 22 and Lots 53 through 62, Block 1 and Lots 11 through 19, Block 2, Lunar Estates Subdivision Section I, an addition to the City of Brownsville, Cameron County, Texas, according to the Map thereof recorded as Document Number 14384, Map Records of Cameron County, Texas (the "**Property**").

Declarant hereby declares that all of the Property shall hereafter be subject to the covenants, conditions, restrictions, easements, assessments, liens and charges as set forth herein, pursuant to an established general plan for the improvement and development of the Property, and all of the Property shall hereafter be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, assessments, liens and charges which are for the purpose of protecting the value and desirability of, and which shall run with the Property, and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants, conditions, assessments, liens and charges shall inure to the benefit of Declarant and each Owner (hereinafter defined) thereof.

**ARTICLE I
DEFINITIONS**

1.01 "**Committee**" refers to the architectural control committee described in Article II of this Declaration.

1.02 "**Declarant**" shall mean and refer to Los Parientes RGV, LLC, in its capacity as the initial developer of the Property, and its successors and/or assigns, provided that in order to be a successor and/or assignee of Declarant as the developer of the Property, such successor and/or assignee must at the time of succession or assignment acquire from Declarant all of Declarant's inventory of previously unsold Lots (hereinafter defined) representing the Property.

1.03 "**Declaration**" shall mean this Declaration of Covenants, Conditions and Restrictions for Lunar Estates Subdivision Section 1, as may be amended from time to time as provided herein.

1.04 "**Lot**" or "**Lots**" refer to one or more of the lots comprising the Property.

1.05 "**Owner**" refers to the record owner, whether one or more persons or entities, of the fee simple title to all or any portion of a Lot comprising the Property, but shall not include those holding title merely as security for the performance of an obligation.

1.06 “**Property**” has the meaning ascribed to such term in the preamble of this Declaration.

1.07 “**Subdivision**” refers to the Property that comprise the residential subdivision commonly known as the Lunar Estates Subdivision Section I in Brownsville, Texas.

ARTICLE II ARCHITECTURAL CONTROL

2.01 An architectural control committee (the “**Committee**”) is hereby established. The Committee shall perform the functions described in this Declaration, and such other functions which are reasonably necessary to carry out the purposes for which the Committee was formed.

2.02 The Committee shall be composed of a single individual designated by the Declarant. The initial Declarant representative to the Committee is Annie Holand Miller. The Declarant may from time to time change the Committee representative by notifying the then serving representative that the Declarant is exercising Declarant’s right under this Declaration to name an alternate Committee representative.

2.03 No structure or other exterior improvement of any kind, including exterior building façade, fences, walls, signage or landscaping, shall be commenced, erected, altered or maintained upon the Property, nor shall any exterior addition to, or change or alteration therein, be made until the Owner’s proposed plans and specifications showing the nature, kind, shape, height, materials, detailed drawings, color and location of such proposed improvements have been submitted in writing to, and approved by, the Committee. Owner shall submit such proposed plans and specifications to the Committee in writing as follows: Lunar Estates Subdivision Section I, Architectural Control Committee; Attention: Annie Holand Miller via email: plans@galhol.com. The Committee, in performing its function under this Declaration, may charge a reasonable fee, and recover any reasonable costs incurred, in reviewing an Owner’s proposed plans and specifications, and the payment of such fees and expenses is a condition precedent to an Owner’s submission of its plans and specifications for Committee review. The Committee, in approving or disapproving an Owner’s proposed improvements, shall satisfy itself that the Owner’s proposed plans and specifications for the Owner’s proposed improvements conform to the terms of this Declaration, and are compatible with the Declarant’s over-all master design plan for the Subdivision.

2.04 The Committee, for good cause shown, may, in its sole and absolute discretion, grant or deny an Owner a variance from any requirement of this Declaration, including the Declarant’s master design plan for the Subdivision.

2.05 No Owner shall apply for, or cause an Owner’s agent(s) to apply for, a building permit for the Owner’s proposed improvements until the proposed improvements have been submitted to, and approved by, the Committee.

2.06 The Committee may reject (rather than deny) an Owner’s submission of proposed plans and specifications if the Committee determines, in its sole and absolute discretion, that the

Committee has insufficient information to approve or deny an Owner's proposed plans and specifications, or if an Owner fails to deliver all documentation required by the Committee, or if an Owner fails to make arrangements to pay the Committee's reasonable fees and expenses in connection with the Committee's review of Owner's proposed plans and specifications.

2.07 The Committee has broad, discretionary authority to interpret and apply the requirements of this Declaration with regard to Committee approval or disapproval of an Owner's proposed plans and specifications.

2.08 In disapproving an Owner's proposed plans and specifications, the Committee should detail the reasons for disapproval, and suggest how the Owner could remedy the deficiencies.

2.09 The Committee shall approve or deny an Owner's proposed plans and specifications within thirty (30) days of the Committee's receipt of a written request for approval of plans and specifications which satisfies the Committee's requirements for submission of a complete set of plans and specifications. Failure of the Committee to reject the Owner's submission for failure to submit sufficient information, or to respond within said such thirty (30) day period, shall be deemed Committee approval of the Owner's proposed plans and specifications.

2.10 Once an Owner's proposed plans and specifications have been approved by the Committee, no changes to such proposed plans and specifications which affect the exterior dimensions and/or appearance of any improvements shall be made without an Owner obtaining Committee approval for the proposed change.

2.11 All proposed structures associated with an Owner's approved plans and specifications must be completed within one (1) year of the Committee's approval of an Owner's proposed plans and specifications. If construction is not commenced within one (1) year of the Committee's approval of an Owner's proposed plans and specifications, Owner shall thereafter re-submit Owner's proposed plans and specifications to the Committee for approval prior to commencing construction of such improvements.

**ARTICLE III
LOT MAINTENANCE
AND
MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS**

3.01 In the event that an Owner fails to maintain the mowing of its front, back or side yard within three (3) days of written notice thereof from the Declarant, the Declarant shall have the right to enter upon such Owner's Lot for the purpose of mowing such Owner's front, back or side yard, at the Owner's sole cost and expense. Each Lot Owner grants the Declarant, and its designated lawn care company, an easement over that portion of such Owner's yard for lawn maintenance, which easement includes the right to use the Lot's sprinkler system and hose bibs.

3.02 Each Owner shall, at Owner's sole cost and expense, keep Owner's Lot free from trash and debris, and shall otherwise maintain the Lot in a neat and orderly manner.

3.03 Each Owner shall, at Owner's sole cost and expense, also maintain, repair and/or replace all improvements (including the exterior façade of all building improvements, and all signage applicable solely to a specific Lot Owner) located on an Owner's Lot.

3.04 If all or any portion of the improvements located on a Lot are damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such improvements in a manner which substantially restores such improvements to the appearance and condition such improvements were in immediately prior to the casualty. Pending the reconstruction of such improvements, the Owner shall remove all debris associated with the fire or other casualty, and maintain the Lot, to the extent reasonable under the circumstances, in as safe and as clean a condition as possible. Reconstruction of the improvements shall be commenced within ninety (90) days after the damage occurs, and thereafter prosecuted to completion with due diligence within one hundred eighty (180) days from the commencement of such reconstruction, unless the Declarant authorizes a longer period of time to commence or complete reconstruction based on causes beyond the reasonable control of the Owner. Owner shall submit all plans and specifications associated with the reconstruction of improvements to the Committee for its approval.

3.05 In the event a Lot Owner shall fail to comply with an Owner's responsibilities under Section 3.02, the Declarant shall have the right, but not the obligation, to enter upon an Owner's Lot to remove such trash and debris, all at the expense of the Lot Owner, which expense shall be a personal obligation of the Owner of the Lot, is delinquent if not paid within thirty (30) days of the Declarant's demand for payment, and such expense, if incurred by the Declarant, is included in the contractual payment and performance lien upon the Owner's Lot hereby granted by Owner to the Declarant in this Declaration.

3.06 In the event a Lot Owner shall fail to comply with an Owner's responsibilities under Sections 3.03 or 3.04, or any other provision of this Declaration for which no specific time to remedy a default is provided, within thirty (30) days of the Declarant's written notice to Owner that Owner is in default of its obligations under this Declaration, the Declarant shall have the right, but not the obligation, to enter upon an Owner's Lot to remedy the Owner's default, and/or otherwise perform the Owner's obligations which are the subject of the notice of default, all at the expense of the Lot Owner, which expense shall be a personal obligation of the Owner of the Lot and such expense, if incurred by the Declarant, is included in the contractual payment and performance lien upon the Owner's Lot hereby granted by Owner to the Declarant in this Declaration.

3.07 Each Lot Owner shall indemnify, defend and hold the Declarant and all other Lot Owners harmless from any injury, loss, claim or action (collectively, "**Claims**") resulting from or related to the use of any portion of the Owner's Lot, even if such Claims are caused by the active or passive, ordinary negligence, or the sole, joint, concurrent or comparative, ordinary negligence, of the Declarant or another Lot Owner, and regardless of whether or not liability without fault or strict liability is imposed or sought to be imposed on the Declarant or another Lot Owner, but such

indemnity will not be enforced to the extent that a court of competent jurisdiction holds in a final non-appealable judgment that a Claim is caused by the gross negligence or willful misconduct of the Declarant or another Lot Owner.

3.08 This Declaration does not create, and it will not be construed to create, any joint and several liability among the Lot Owners for Claims of third parties which arise out of the use any portion of an Owner's Lot. The liability, if any, of each Lot Owner for a Claim which occurs in any portion of an Owner's Lot extends only to Claims which occur within the boundary lines of that Owner's Lot.

3.09 In the event that an Owner fails to pay a charge due under this Article III, then such Owner shall also pay a penalty in the amount of five percent (5%) of the charge due, accruing monthly.

ARTICLE IV USE RESTRICTIONS

4.01 A Lot may be used only for an approved residence and approved structures for use by a single-family household; provided that an approved residence may be used as a model home for sales of other residences in the Subdivision. All residences constructed must comply with the following standards:

(a) All residences, structures and landscaping must be aesthetically compatible with the Subdivision. The proposed color scheme for a residence (to include front façade and the side fences) must be one of the approved colors selected by the Committee. The trim must be complementary in tone. Front doors may be painted or may be stained.

(b) The maximum height of a residence is two (2) stories, not to exceed a roof height of 35 feet.

(c) The total area of a residence, exclusive of porches, garages or carports, must be at least one thousand eight hundred (1,800) square feet.

(d) No residence or structure may be located in violation of the setback lines shown on the recorded plat for the Subdivision. Each residence must face the front Lot line. All structures must be located behind the front wall of the residence. All outbuildings, except garages, must not be visible from any street.

(e) Each residence must have at least a two (2) car garage connected to the street by a properly surfaced concrete drive completed at the time of construction. The garage shall not be a separate structure.

(f) Any residence or structure that is damaged must be repaired within ninety (90) days and the Lot restored to a clean, orderly and attractive condition. Any residence or structure that is damaged to the extent that repairs are not practicable must be demolished

and removed within ninety (90) days and the Lot restored to a clean and attractive condition.

(g) The front and rear fence on each Lot must be six (6) feet tall. Fences shall be constructed with wood or shall consist of masonry consistent with the residence constructed on the Lot. If a wooden fence contains architectural columns, then such columns must consist of masonry consistent with the residence constructed on the lot. No fence, wall or hedge may be located forward of the front wall line of the residence, except for trellises and decorative fences.

(h) No antenna, satellite dish or associated wires may be visible from the street or be located behind the back setback line of any Lot. Any antenna, satellite dish or associated wires may only be installed on the back of a residence in compliance with the visibility restrictions herein.

(i) No landscaping that obstructs traffic sight lines may be placed on any Lot.

(j) When the residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots, which sidewalks shall be four (4) feet in width, five (5) feet behind the curb, not over two (2) inches above the curb, shall have a slope toward the curb of one-fourth inch and otherwise be in compliance with the City of Brownsville construction ordinances, as amended from time to time.

(k) All residences must have at least two (2) trees in the front yard of the residence.

(l) Roofing material must be 20 year asphalt dimensional shingles or better (such as tile or slate roofing material). All roofing materials must have a shadow line for added depth and styling. All roof stacks must be painted to match the roof color. Each roof shall have a roof pitch of 5:12.

(m) Window or wall-type air conditioners may not be used in a residence.

(n) All exterior walls, including exposed foundation, must be at least 80% made of stucco, stone or brick, minus windows and doors.

(o) All driveways and sidewalks must be surfaced with concrete.

(p) Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

(q) Each Lot must be landscaped with commercial grade grass and must be serviced by an underground irrigation system. Each underground irrigation system shall be installed to reduce visibility of such system from the front of the home constructed on such Lot. A rain barrel or rainwater harvesting system may be installed on a Lot, other than in between the front yard of the Lot and an adjoining or adjacent street. Provided,

however, the rain barrel or rainwater harvesting system may not: (i) be of a color other than a color consistent with the color scheme of the Owner's home; (ii) display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or (iii) be visible from a street or another Lot. Grass must be planted on a Lot within thirty (30) days of the completion of construction thereon.

(r) No Lot shall have holiday decorations permanently placed thereon and a Lot may have holiday decorations no more than thirty (30) days prior to the holiday and no longer than seven (7) days thereafter.

4.02 No noxious or offensive activity shall be carried upon any Lot or any portion of the Property, nor shall anything be done thereon which may become a nuisance to the other Lot Owners. No Owner shall permit anything to be done or kept on a Lot which would result in the cancellation of the insurance maintained by any other Lot Owner on any improvements located on such other Owner's Lot, or which would be in violation of any law.

4.03 No Owner shall use, or permit the use of Hazardous Materials (hereinafter defined) on, about, under or on the Property. Each Lot Owner associated with the Property shall indemnify, protect, defend and hold harmless the other Owners from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including but not limited to costs of investigation, litigation and remedial response, arising out of such Owner's breach of the obligation set forth in the immediately preceding sentence. The term "**Hazardous Materials**" shall mean (except for reasonable, household amounts) petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or environment, all as may be amended from time to time.

4.04 No portion of the Property shall be used for:

- (a) any activity that is otherwise prohibited by this Declaration;
- (b) any illegal activity;
- (c) any nuisance or noxious or offensive activity;
- (d) any dumping of rubbish;
- (e) any storage of: (i) building materials except during the construction or renovation of a residence or a permitted structure; (ii) vehicles, except vehicles in a garage or structure or operable automobiles on a driveway; or (iii) unsightly objects unless completely shielded by a structure;
- (f) any exploration for or extraction of minerals;

(g) any keeping or raising of animals, livestock or poultry, except for not more than two (2) common domesticated household pets, such as dogs and cats, confined to a fenced yard or within the residence; provided that, no rottweilers or other aggressive dogs are permitted;

(h) any commercial or professional activity except reasonable home office use;

(i) the drying of clothes in a manner that is visible from any street;

(j) the display of any sign except one (1) not more than five (5) square feet, advertising the Lot for sale or rent, to be located in such Owner's Lot;

(k) installing a mobile home, manufactured home, manufactured housing, motor home or house trailer on a Lot;

(l) moving a previously constructed house onto a Lot;

(m) interfering with a drainage pattern or the natural flow of surface water;

(n) hunting and shooting;

(o) occupying a structure that does not comply with the construction standards of a residence; or

(p) the storage or parking of boats, trailers, campers, recreational vehicles, equipment, inoperable vehicles or equipment, machinery or the like, including the storage or parking of such items on driveways of such Lots.

4.05 No garbage or other waste will be kept on any Lot except in sanitary containers in compliance with the requirements of the Committee and the City of Brownsville, Texas, or on garbage service days, in covered trash receptacles which are of a size and type approved by the Declarant, and which are available solely for trash. All costs associated with obtaining necessary containers, including dumpsters if required, together with all costs of garbage pickup, shall be borne and paid by each Lot Owner.

4.06 No improvements constructed upon any Lot shall be occupied in any manner during construction, nor at any time prior to such improvements being completed and all applicable certificates of occupancy issued by all governmental authorities. Nor shall any improvements, when completed, be in any manner occupied until made to comply with the Committee approved plans and specifications, and all other covenants, conditions, reservations and restrictions contained in this Declaration. No temporary outbuilding, trailer home or other temporary structure shall be placed or erected upon any Lot either permanently or temporarily unless approved in writing by the Committee. During construction upon any Lot, the Owner of such Lot shall provide a sanitary, temporary and portable restroom and sanitary waste bins for construction waste and shall have such restroom and waste bins cleaned and maintained not less than weekly during construction.

4.07 All improvements, including but not limited to structures, fences, hedges, outbuildings and appurtenances, constructed on a Lot shall have a consistent height and façade to promote the appearance of harmony and conformance, and shall comply with the Declarant's overall master design plan for the Property.

4.08 All improvements, including but not limited to structures, fences, hedges, outbuildings and appurtenances associated with the Property, are subject to the setback restrictions stated in the recorded plat for the Subdivision, those set forth in this Declaration, and those imposed by the City of Brownsville, Texas.

4.09 No Lot shall be resubdivided.

4.10 All utilities shall be placed underground, except for electricity which may service a Lot via above ground lines and poles.

ARTICLE V ACCESS AND UTILITY EASEMENTS; SETBACKS

5.01 Access, utility, drainage, irrigation district and other easements are depicted on the recorded Subdivision map. Such easement areas of each Lot associated with the Property and all improvements located thereon shall be continuously maintained, repaired and replaced by the Owner of such Lot, except for improvements for which a public authority or utility company is responsible. In addition to the easements depicted on the Subdivision map, Declarant reserves an easement in the Property for any utility lines now or hereafter installed on the Property to serve more than one Lot.

5.02 The minimum permissible finish floor elevation of each Lot is eighteen inches (18") above the top of the curb measured from the front-center of each Lot.

5.03 The Property, and each Lot, shall also be subject to the minimum setbacks and requirements as depicted and/or identified on the recorded Subdivision map and the minimum building setbacks of each Lot shall comply with the City of Brownsville Zoning Code.

5.04 Each Lot Owner shall have an easement and right of ingress and egress across the sides of the neighboring Lots for the purpose of construction, re-construction, maintenance and repair of the structures on such Owner's Lot. Further, each Lot Owner shall have an easement and right of ingress and egress across the sides of the neighboring Lots for the purpose of mowing such Owner's Lot. Such easements and rights of ingress and egress shall be exercised in a reasonable manner and upon reasonable notice to the neighbor whose yard is to be utilized.

ARTICLE VI GENERAL PROVISIONS

6.01 The terms of this Declaration shall run with and bind the Property, and shall inure to the benefit of, and be enforceable by, the Declarant and its legal representatives, successors and

assigns, for a term of thirty (30) years from the effective date of this Declaration, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise provided by Declarant in a writing recorded in the Official Records of Cameron County, Texas.

6.02 Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or by any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

6.03 Invalidity of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

6.04 This Declaration may be amended by the Declarant, without the joinder and consent of any person or entity, at any time prior to the date Declarant sells its last Lot in the Property, by Declarant recording an instrument executed and acknowledged by the Declarant representing that Declarant, at the time of recording the amendment, owned at least one (1) Lot comprising the Property. No amendment of this Declaration shall be effective until recorded in the Official Records of Cameron County, Texas.

6.05 If any controversy, claim or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

6.06 This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

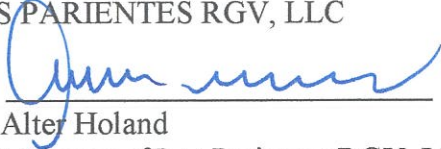
6.07 Any notice required or permitted by this Declaration to be given to an Owner may be given by mail, or delivered in person, against a receipt therefor. If mailed, a notice is deemed delivered when deposited in the mail, with postage prepaid, addressed to the person at his or her address as it appears in the instrument conveying to Owner such Owner's Lot. If delivered, a notice is deemed delivered when received.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Declaration effective as of July 20, 2022.

DECLARANT:

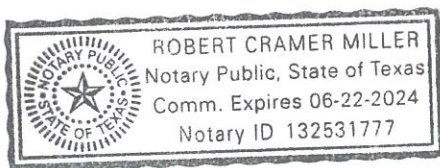
LOS PARIENTES RGV, LLC


By: 
Alter Holand
Manager of Los Parientes RGV, LLC

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

Before me, Robert Cramer Miller, a notary public in and for the State of Texas, on this day personally appeared Alter Holand, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as a manger of Los Parientes RGV, LLC, a Texas limited liability company, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of July, 2022.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Los Parientes RGV, LLC
Attention: Anna Lisa Holand Miller, Manager
P. O. Box 610
McAllen, Texas 78505

FILED FOR RECORD
AT 1:26 O'CLOCK P M

JUL 21 2022

SYLVIA GARZA-PEREZ
CAMERON COUNTY CLERK
DOC No. 2022-29888
By [Signature] Deputy