

DECLARATION RESTATEMENT of COVENANTS AND USE
RESTRICTIONS of
MESQUITE ACRES II SUBDIVISION
MESQUITE ACRES HOMEOWNERS ASSOCIATION

Mesquite Acres Home Owners Association, a Texas non-profit, Incorporated Association in Concho County, Texas. Referred in this Declaration as HOA
18515 Mesquite Ave., Millersview, Texas 76862.

DEFINITIONS:

“Assessment” means any amount due to HOA by a property owner levied by the HOA.

“Board” means the Board of Directors of the HOA.

“Bylaws” means the Bylaws of HOA adopted by Owners.

“Common Area” means all property within the Subdivision not designated as a lot.

“Covenants” mean the covenants, conditions, and restrictions contained in the Declaration.

“Easements” means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat of record.

“Lot” means each tract of land designated as a lot on the Plat, excluding lots that are Common Area.

“Owner” means every record Owner of a fee interest in a lot.

“Plat” means the Plat of the property recorded in Volume 2 Page 49, Map Records of Concho County, Texas, and any replat of or amendment to the Plat made in accordance with this declaration.

A. Imposition of Covenants

- 1 All Owners of Lots by their acceptance of their deeds agree that the Subdivision is subject to the Covenants.

- 2 The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners and any other person holding an interest in a Lot.
- 3 Each Owner and occupant of a Lot is subject to and is required to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due the HOA, damages, or injunctive relief.

B. Plats and Easements

- 1 The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
- 2 An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement. All Lots and Land in the subdivision are and shall be expressly subject to easements designated in this Declaration and to any and all easements and rights of way of record and subject to natural drainage easements. No building or other permanent structure shall be erected or maintained within areas designated in this Declaration on the Plat as utility and drainage easements.

C. Use and Activities

- 1 Permitted Use. A Lot may be used only for an approved Residence and approved Structures for Single Family residential use.
- 2 Prohibited Activities.

- i. any illegal activity
- ii. any nuisance, noxious, or offensive activity (meaning a person, thing, or circumstance causing inconvenience or annoyance, harmful, poisonous, insulting, rude, attacking or aggression).
- iii. any storage of-
 - building materials except during the construction or renovation of a Residence or a structure (stored in a timely manner)
- iv. vehicles, except vehicles in a garage or Structure or operable automobile on a driveway; or unsightly objects unless completely shielded by a Structure.
- v. any exploration for or extraction of minerals.
- vi. any breeding or raising of animals, livestock, or poultry, except for common domesticated household pets.
- vii. any commercial or professional activity except reasonable home office use;
- vii. the drying of clothes in a manner that is visible from the street;
- viii. No garbage or trash shall be collected outside any dwelling or accessory structure on any lot.
- x. the display of any sign except—
 - a. one not more than 5 square feet, advertising a Lot for sale, or identification of Lot Owner and address
 - b. Political signage not prohibited by law or size

- xi. installing a recreational vehicle (motor home, trailer, etc.) on a Lot for dwelling
- xii. hunting
- xiii. Fireworks unless there is not a Concho County burn ban in effect

D. Construction and Maintenance Standards

1 Lots

- a. Consolidation of Lots. An owner of adjoining Lots may consolidate those Lots into one site. Only one single family dwelling can be placed on adjoining lots.
- b. Subdivision Prohibited. No Lot may be further subdivided.
- c. Maintenance. Each Owner must keep Lot, landscaping, Residence, and all Structures in a neat, well -maintained condition. Grass, weeds and vegetation shall be kept trimmed or cut on a developed Lot. Upon an Owners failure to comply after (30) days after receiving notice from HOA, the HOA may enter the Lot and bring it in compliance. Owner will reimburse the HOA for the expense

2 Residences and Structures

- a. Aesthetic Compatibility. Residences and Structures on a Lot must be aesthetically compatible.
- b. No structure on any lot or land shall be constructed or placed upon “stilts, pilings, piers, etc.”.

- c. A Structural Permit must be approved by the Board before construction may begin.
- d. All manufactured housing shall be at least 28 feet wide and free of any catastrophic damage including hail or wind.
- e. All manufactured housing should be skirted to be aesthetically pleasing.
- f. Should residence cease to comply with requirements of Covenants, it may no longer be kept or used on the premises but must be removed at cost and expense of its owner.
- g. Destroyed or Destroyed Residences and Structures. Any Residence or Structure that is damaged must be repaired within 30 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 30 days and the Lot restored to a clean and attractive condition.
- h. Trailers, motorhomes or any such vehicle designed for camping can be stored on Owners lot if it is owned by the property owner and is concealed from public view. It cannot be occupied, unless used for a temporary visiting guest and must submit a camping permit.
- i. Fences should be constructed as not to obstruct other Lots view.

- j. Butane, propane, or other tank, used for the storage of gases or liquid fuels must be concealed from view.

E Assessments

1. The HOA may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision.
2. An Assessment is a personal obligation of each Owner.
3. Regular Assessment is levied by the HOA Board to fund the anticipated operating and maintenance expenses for the HOA. Members will vote with majority to approve amount assessed. Until changed, the Assessment (dues) is \$40 per Lot, per month, unless two lots have been combined.
4. Late Charges of \$15 is assessed for delinquent payments of dues.
5. HOA may levy a fine against an Owner for a violation of the Dedicatory Instruments.
6. HOA may bring an action against an Owner to collect delinquent Assessments after applicable notice requirements. The Owner is liable for all costs and reasonable attorneys' fees incurred by the HOA.

F General Provisions

a Governance

- i The filing of this Declaration establishes the authority of the HOA to govern by the Declaration and Bylaws. The HOA Board is designed to make management decisions regarding the HOA.

a. Term

i This Declaration runs with the land and is binding for a term of 25 years. Thereafter this Declaration automatically continues for successive terms of 25 years each, unless within 12 months before the end of a term, with a majority of Owners represented at a meeting in accordance with the Bylaws, elect not to extend the term.

ii This Declaration may be amended at any time by vote of majority of Owners vote on the Amendment. An instrument containing the approved amendment will be signed by the HOA Board and recorded.

b. Notices. All correspondence must be in writing and delivered via e-mail unless;

i An Owner does not have e-mail, communication will be delivered by the U.S. Postal Service

ii Information and Documents for Annual Meeting, will be delivered by the U.S. Postal Service

c. Owner is responsible for keeping his physical address, mailing address, phone number and e-mail address current with HOA Secretary.

Mesquite Acres Homeowners Association, Inc.

18515 Mesquite Avenue

Millersview, Tx 76862

BY: _____

J. Brian Martin, President