

**AMENDED
COVENANTS, STIPULATIONS, AND RESTRICTIONS
WAGON CITY SUBDIVISION, COUNTY OF HIDALGO
CITY OF MISSION, TEXAS
February 12, 2025**

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HIDALGO)

We, the owners of the hereinafter described property, do hereby revise and resubmit the following covenants, stipulations and restrictions which shall replace any and all prior covenants, stipulations and restrictions dated Dec 28, 1979 Doc. No. 40819, Feb. 11, 1998 Doc. No.662949 and Apr. 29, 2003 Doc No.1193088 and are to apply to and become a part of all Contracts of Sale, Deeds, or other legal instruments whereby title and possession is divested out of the present owner or owners and invested in other person or persons, to any and all lots and blocks described as follows:

**ALL LOTS 1 THROUGH 32, BLOCK A; LOTS 1 THROUGH 27,
BLOCK B; LOTS 2 THROUGH 32, BLOCK C; LOTS 1
THROUGH 44, BLOCK D; LOTS 1 THROUGH 44, BLOCK E;
LOTS 1 THROUGH 26, BLOCK F; LOTS 1 THROUGH 23,
BLOCK G; LOTS 1 THROUGH 20, BLOCK H; LOTS 1
THROUGH 21, BLOCK J;
IN WAGON CITY SUBDIVISION, AN ADDITION TO THE CITY
OF MISSION, HIDALGO COUNTY, TEXAS, ACCORDING TO
MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE
OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY,
TEXAS**

To all of which the undersigned does hereby bind themselves as the sole owner of said lots.

**RESTRICTIVE COVENANTS COVERING
WAGON CITY SUBDIVISION, CITY OF MISSION
HIDALGO COUNTY, TEXAS**

DEFINITIONS

Unless the context specifies or requires otherwise, the following terms when used in this Declaration have the following meanings:

Architectural Committee. “Architectural Committee” means the committee created according to these restrictions to review and approve or deny plans for the construction of improvements.

Assessment. “Assessment” or “Assessments” means an amount that a member is officially required to pay as determined by the Association under the terms and provisions of this Declaration.

Association. “Association” means and refers to Wagon City Recreation Board, Inc., a Texas nonprofit corporation.

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

Builder. “Builder” means any professional home builder that purchases Lots within the Subdivision solely for the purpose of constructing residential homes on the Lots for sale to third-party home buyers.

Bylaws. “Bylaws” means the Bylaws of the Association, which may be adopted and amended from time to time by 67% of Members.

Certificate of Formation. “Certificate of Formation” means the Certificate of Formation of the Association that may be filed in the office of the Secretary of State of the State of Texas, if the Association is formed, and as amended from time to time.

City. “City” means Mission, Texas.

Common Area and Facilities. “Common Area and Facilities” means the rec hall swimming pool, shuffleboard courts with surrounding grassy areas, and parking lots.

Declaration. “Declaration” means this instrument as amended from time to time.

Guest. “Guest” means a person or persons who is an overnight guest of either an owner or a renter.

Improvement. “Improvement” means every structure and all appurtenances to structures of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, exterior air conditioning, antennas, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

Living Unit. “Living Unit” means and refers to a single-family residence.

Lot. “Lot” or “Lots” means any parcel or parcels of land within the Property shown as a subdivided lot on any Plat of the Subdivision, together with all Improvements located on the parcel or parcels.

Maintenance Fee. “Maintenance fee” means regular annual assessment.

Masonry. “Masonry” means stucco, stone (natural, precast, or manufactured), and brick, but excluding fiber-cement siding, stone veneer, or other siding materials.

Member. “Member” or “Members” means any Person(s) holding membership rights in the Association.

Mortgage. “Mortgage” or “Mortgages” means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Mortgage. “Mortgagee” or “Mortgagees” means the holder or holders of any Mortgage or Mortgages.

Owner. “Owner” or “Owners” means the Person(s), holding a fee-simple interest in any portion of the Property, but does not include the Mortgagee of a Mortgage.

Permanently Parked Recreational Unit. “Permanently parked recreational unit” means a park model, travel trailer, or motorhome not approved for use on public streets or has not traveled on a public street within the past twelve (12) consecutive months.

Person. “Person” or “Persons” means any individual(s), entity, or entities having the legal right to hold title to real property.

Plans and Specifications. “Plans and Specifications” means any and all documents designed to guide or control the construction or erection of any Improvement(s) in accordance with City Rules.

Plat. “Plat” or “Plats” means the subdivision plat of Wagon City Subdivision, Unit 1, recorded under Book PL, Volume 20, Page 161 as Document No. 1978-2472 of the real property records of Hidalgo, Texas, and the subdivision plat of Wagon City Subdivision Unit 2, recorded under Book PL, Volume 22, Page 26 as Document No. 1981-2918 of the real property records of Hidalgo, Texas, as amended from time to time. 1.25. Property. “Property” means all the real property now or later constituting any portion, phase, or section of the Subdivision.

Regular Assessment. “Regular assessment” means an assessment, a charge, a fee, or dues that each owner of property within a residential subdivision is required to pay to the property owners’ association on a regular basis and that is designated for use by the property owners’ association for the benefit of the residential subdivision as provided by the restrictions.

Rental Lots/Units. “Rental lots/units” are lots/units that are not currently occupied by the unit/lot owner and/or the unit/lot is available for occupation by a tenant.

Restrictions. “Restrictions” means this Declaration, as amended from time to time by 67 % of Members, together with the Certificate of Formation, and Bylaws.

Subdivision. “Subdivision” means Wagon City Subdivision, Units 1 and 2, subdivisions in Hidalgo Count, Texas, according to the Plats.

Visitor. “Visitor” means a person visiting a person or place.

GENERAL RESTRICTIONS

All of the Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

Lot Uses.

The Wagon City Recreational Board, Inc. Association intends to restrict the use of property so that it is a private residential subdivision in which substantially all of its lots are occupied by at least one person fifty-five (55) year of age or older, and the restrictions, stipulations, and conditions set out below are designed to maintain this intent. No lot shall be used for any purpose other than single family residential purposes.

- (A) Any guest may visit the property for a period of not more than thirty (30) days in any twelve (12) month period. No children, under the age of sixteen (16), shall be permitted to use the common area unless accompanied by their owner or renter.
- (B) No owner/renter shall occupy or use his/her lot or residence and such outbuildings as are customarily appurtenant thereto or permit the same of any part thereof to be occupied or used for any purpose other than as a private residence of the owner, his/her family, renters, or guests.
- (C) There shall be no children under the age of eighteen (18) years of age in residency in this Subdivision. Occupancy is restricted to situations wherein at least one person who is fifty-five (55) years of age or older, per lot or residence, is in residence, temporary and limited absences accepted. Also accepted are instances where such qualifying occupancy involuntary ceases due to death or physical or mental disability of the qualifying person fifty-five (55) years of age or older. Also exempted are instances where such qualifying occupancy involuntary ceases due to death or physical or mental disability of the qualifying person fifty-five (55) years of age or older also exempted from the provisions of clause C shall be properties not in compliance with such provisions at the time of the recording of this Covenant. All instances of this exemption will cease upon any subsequent conveyance by sale, lease, or otherwise, of a lot or residence.
- (D) No property in the subdivision shall be conveyed, whether by sale, lease, or released, or renewal of existing lease, to any party buying, leasing or releasing or renewing a lease for the benefit of identified, unidentified or prospective occupant grouping without at least one member of such identified, unidentified or prospective occupant

grouping being fifty-five (55) years of age or older. Nothing contained in this subsection shall prohibit the conveyance of property to parties or a living trust taking possession and/or ownership of such property for the benefit of one or more relatives aged fifty-five (55) or older.

- (E) By acceptance of the 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/her tenant or tenants to violate these or any other Covenants shall be liable and held responsible for his/her tenants' acts. It shall be the duty of every owner acting as a seller or leaser of a lot in this Subdivision to furnish the new or prospective purchaser or tenant with notice of this Declaration and the specific provisions of the section at the time of sale or lease of such lot or property.

Subdividing.

No Lot will be further divided or subdivided, nor may any easements on or other interests relating to a Lot less than the whole be conveyed by the Owner of the Lot without the prior written approval of the Architectural Committee.

Hazardous Activities.

No activities will be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms will be discharged on the Property, and no open wood fires will be permitted, except within safe and well- designed interior fireplaces or in contained barbecue units while attended and in use for cooking purposes.

Animals; Household Pets.

No Owner may keep on the Owner's Lot more than *2 dogs or 2 cats, or a combination of more than 2 in the aggregate*. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal will be allowed to run at large, and all animals must be kept within enclosed areas that must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. An enclosed area must be constructed in accordance with plans approved by the Architectural Committee, must be of reasonable design and construction to adequately contain animals in accordance with the provisions of this Declaration.

Rubbish and Debris.

No rubbish or debris of any kind will be placed or permitted to accumulate on the Property, and no odors will be permitted to arise from it so as to make the Property or any portion of it unsanitary, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers.

Maintenance; Mowing.

Each Owner must keep all shrubs, trees, grass, and plantings of every kind on the Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements on any Lot must

at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of the Lot.

Unightly Articles; Vehicles, Vehicle Parking, and Maintenance.

All lots shall be kept free from weeds and debris, inoperative vehicles or wrecked vehicles (only minor auto repairs shall be permitted). Storage of tires, boxes, appliances (washers, dryers, freezers), etc., in the open lot shall be prohibited. Appliances are acceptable if they are in working condition and used by Owners/Renters. Lawn and garden equipment must be stored inside or not visible from the street.

No vehicles (including but not limited to motorcycles or motor scooters) that are inoperable or do not have a current license tag are permitted to remain visible on any Lot. No commercial vehicles larger than a one (1) ton pickup truck or standard two-axle passenger van are permitted to remain on any Lot.

Lot owners shall provide a concrete driveway and pad on their lot for parking of their automobiles and recreational vehicles. Persons owning lots in Blocks A, B, C, G, H, and J shall park recreational vehicles, if on the premises for a period of over seven (7) days in the rear fifty percent (50%) of the lots. Such vehicles may not be occupied or hooked up to water or sewer.

Mobile Homes, Travel Trailers, and Recreational Vehicles.

All mobile homes and mobile units shall be located on the lot perpendicular to the street with the front, or tongue, of the unit facing the street. Side streets parallel with the length of the lot are not considered. Lots 1 and 26 in Block F shall be exempt due to their configuration and location. The location and direction of the Mobile units on lots may vary but must be approved by the Architectural Committee and the Board of Directors.

Yard Dimensions.

The minimum set back of mobile home units or structures on *mobile home lots* are as follows:

Front Yard – Fifteen Feet (15'),

Side Yard – Six Feet (6'),

Rear Yard – Five Feet (5').

The minimum set back of *park models, campers, recreational vehicles or structures* on RV lots are as follows:

Front Yard – Fifteen Feet (15'),

Side Yard – Five Feet (5'),

Rear Yard – Five Feet (5').

Lots on Block F

Front Yard – Ten Feet (10'),

Side Yard – Five Feet (5'),

Rear Yard – Five Feet (5').

Measurements shall be from the property line, and ten feet from the street right away on corner lots with side streets, except lots where setbacks may be altered with approval of the Architectural Committee and the Board of Directors.

Fencing.

The exterior security fencing of the subdivision shall be maintained by the Association. No modifications shall be permitted without approval of the Architectural Committee and the Board of Directors. The lot owner may add sound proofing or sound reducing materials, such improvements must be maintained by the lot owner.

Any interior fencing shall be a chain link or an approved material and shall not exceed fifty inches (50”) in height. (Section 202.023)

Lot Improvements and Buildings.

No mobile home, park model or permanent recreational vehicle over seven (7) years old shall be placed on a lot without prior approval of the Architectural Committee. Self-contained recreational vehicles (motor homes, campers, etc.) that are kept in good appearance, as determined by the Architectural Committee may be of any age. No mobile home, park models, permanent recreational vehicles, service buildings, drives, patios, awnings, fences, or other structures shall be placed on or erected or altered on any lot until construction plans showing specifications and plat plans have been submitted to and approved by the City of Mission.

Anchoring.

All mobile homes and park models shall be anchored in accordance with Texas State Regulations.

Skirting.

All mobile homes, park models, and permanently parked recreational units shall be skirted within sixty (60) days of arrival with suitable material approved by the Architectural Committee.

Clothes Lines.

Clotheslines shall be restricted to fourteen (14) feet in length and shall be constructed at the rear of the lots, or location approved by the Architectural Committee.

Utility Easements.

Easements shall be kept clean and unobstructed to be accessible at all times for utility trucks and equipment when necessary. No fences or permanent structures shall be placed on easements. No trees or shrubs shall be planted in easements.

Laws.

Lot owners, renters, and guests shall comply with the ordinances of the city of mission and the laws of the state of Texas.

Recreational Facilities.

Facilities shall be restricted to the use of the Wagon City North Subdivision lot owners, renters, guests and their visitors. The Recreation Center comprised of a recreation hall, billiards room,

swimming pool, hot tub, laundry room, and shuffleboard courts including the land shall be maintained by the owners through the Association.

Board of Directors.

Each block A, B, C, D, E, F, G, H, and J shall elect one block director and one alternate. One additional director and alternate will be created from Block D and E. This Block “DE” will consist of lots 1-7 and 38-44 of Blocks D and E. These ten (10) block directors shall comprise the Board of Directors. Each block to be represented at the Board of Directors meeting by this electorate. A President, Vice President, Secretary, Assistant Secretary, Treasurer, First Treasurer, and Second Treasurer, shall be elected at large biannually at the annual meeting of the Wagon City Recreation Board Incorporated, hereafter called the Association. Only the block directors shall vote on board issues with the President voting ONLY to break tie votes of the Directors.

Assessments.

The Association shall collect from the lot owners of the Wagon City Subdivision, regular assessments, laundry percentage fee paid by laundry equipment owners and special assessments necessary to properly maintain the recreation center and common areas, pay taxes, pay all utilities, and for any other expenditure approved by majority vote of members. The Board of Directors of the Association shall control directly, or through appointed committees, the scheduling and use of the recreation facilities for meetings, social gatherings, parties, etc.

Lot assessments and special assessments shall be assessed against each lot as determined at the Association’s Annual Meeting by the majority vote of all Members. The above assessment shall be established and collected as hereinafter provided. In addition, the assessment shall constitute a personal obligation of the person or persons owning the lot at the time the assessment was levied. *Nonpayment of assessments or special assessments shall be considered a breach and violation of the Covenants subjecting the lot owner to the remedies available to the homeowner’s association under the Texas Property Code, court costs, and reasonable attorney’s fees.* Timely payment of maintenance fees shall make each lot owner and spouse a member of the association with all the rights and privileges accorded to its members.

All funds collected by the Association will be deposited in an account under the name of Wagon City Recreation Board Incorporated, at a federally insured financial institution by the Board of Directors and shall be used as approved according to the annual budget approved by the majority of Members. Any additional *non-emergency* spending of over five thousand dollars (\$5000) must be approved by the majority of Members.

Lot owners who are members in good standing with the Association shall transfer their association membership upon transfer or sale of their property to a new lot owner. For lot owners not in good standing with the Association prior to the transfer or sale of their property, and if the cause for not being in good standing is deficiency in assessments, the lot buyer can become eligible for full membership if the deficiency in assessment is corrected, and the fee is paid in full as part of the transfer or sale of property.

Any member who is not in good standing as a result of failing to pay assessments, special assessments, or in violation of the Association Rules or Regulations shall be suspended from use

of all common areas owned or controlled by the Association.

Covenant Enforcement and Limitations.

ENFORCEMENT: the Association through the Board of Directors 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 provision 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. All such enforcements action shall comply with any requirements of the Texas Residential Property Owners Protection Act (Property Code Chapter 209) as amended, and the enforcing party shall be entitled to all remedies available under Texas law.

DURATION AND AMENDMENT: These 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 Association through the Board of Directors 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-five (25) years from the original date of December 28th, 1979, after which time said covenants conditions and restrictions shall be automatically extended for a successive period of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during any such period by an instrument signed by not less than sixty-seven percent (67%) of the lot owners. No amendment shall be effective until recorded in the official records of Hidalgo County, Texas, nor until the approval of any governmental regulatory body, which is required shall be obtained.

LEINS: A lean shall be recorded against said Lot Owners property for any assessments, dues, etc. not paid in full within twelve (12) months of billing. Before the Wagon City Recreation Board Incorporated will file a lien or notice of lien against a homeowner, three (3) monthly written notices will be sent.

(A) First Notice: Sent by First Class Mail or Email.

(B) Second Notice: Sent via certified mail (return receipt requested), at least 30 days after the first notice was sent.

(C) Third Notice: Notice of Assessment Lien; cannot be sent until at least 90 days after the second notice was sent.

Each notice sent must detail the amount owed, clarify the homeowner's rights, and provide at least a 30-day period in which the homeowner can pay the owed amount without any additional charges.

WAIVERS and INVALIDATIONS: A waiver, or invalidator, or any one or more of these restrictions, covenants, or conditions, by court order, judgment, or otherwise, shall in no way constitute a waiver of or invalidate any other restriction, covenant, or condition.