

To: All Plaza V Homeowners  
Re: Restrictions and Responsibilities  
Updated: May 3, 2010

It is the consensus of the Plaza V Homeowners Association Board of Directors that the following restrictions (and responsibilities) be adhered to, whether owner lives in townhome, or if it is leased out, it is owners responsibility to make renters aware of the following restrictions:

For the purpose of protecting property, safety, appearance and value, the following are to be adhered to:

1. **\*\*\*\*\*** Absolutely NO PARKING OF ANY VEHICLE in driveway, behind garages by the side of a garage or AT THE FAR END OF PROPERTY, between the two-story and the one-story townhomes (1730 AND 1732 AVENUE C). Others living at these addresses find it quite difficult to get out of their garages (or into garages) when vehicles are parked anywhere in the driveway...the driveway is too narrow for parking. THIS IS FAIR WARNING: VEHICLES PARKED IN DRIVEWAY WILL BE TOWED AT THE OWNER'S EXPENSE! The parking space at the very end of this driveway...which has been used by Pet Holt...no longer belongs to Plaza V but to the Vallejos. There is to be no parking there at the end but park up front in designated spaces.
2. No more than 10 mph going in and out of driveways. Watch for cars backing out of garages.
3. Flowerbeds are to be kept attractive in appearance. Grass/lawn is to be watered during drought.
4. Townhomes are to be kept painted outside and in good repair as to not depreciate the value of all our property. If left in disrepair for an undetermined length of time then further action will be taken by the board of directors to make sure we do not all suffer in this depreciation of property.
5. This is a quiet neighborhood. Please, no loud noises anytime but especially after 9 p.m. Be considerate of loud TV's, radio's, electrical tools, etc. that may disturb other's sleep.
6. Properly dispose of trash/garbage (in plastic garbage bags) in trash house. Also the TWO-STORY OWNERS ARE TO USE THE MIDDLE TRASH HOUSE.
7. NO PARKING OF BOATS, CAMPERS, DEER STANDS, EXTRA VEHICLES, CATTLE TRAILERS, ETC. for NO MORE than a two week period...only while in transition.

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NO 541 PAGE 641

PLAZA V

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

21647

TROY L. LIVELY, Trustee, hereinafter called declarant, is the owner in fee simple of certain real property located in El Campo, Wharton County, Texas, and known by official plat designation as PLAZA V, a subdivision of the City of El Campo, Texas, pursuant to a plat recorded in the Plat Records of Wharton County, Texas, in Slide 36-A.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.  
Definitions

Section 1. "Association" shall mean and refer to PLAZA V OWNER ASSOCIATION, its successors and assigns.

Section 2. "Common area" shall mean all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as follows: The streets shown on the PLAZA V Subdivision Plat.

Section 3. "Declarant" shall mean Troy L. Lively - Trustee and his heirs, successors, and assigns provided such successor or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common area streets (and portions marked "reserved").

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep streets, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

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ARTICLE II.  
Membership in Association; Voting Rights

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be declarant, who shall be entitled to exercise one (1) vote for each lot owned by declarant at the time. The Class B membership shall cease and be converted to Class A membership when declarant has transferred ownership of all lots within PLAZA V.

ARTICLE III.  
Meetings of Members

Section 1. Annual Meetings. The first annual meeting of members shall be held within one year from the date of formation of the association or not later than thirty (30) days after seventy-five (75%) per cent of the lots have been sold, whichever first occurs. Subsequent annual meetings of members shall be held on approximately the same day of the same month of each year thereafter.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the board of directors, or on written request of members who are entitled to vote one-fourth of all votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) but not more than twenty (20) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the association, or supplied by such member to the association for the purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the votes of each class of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the declaration, the articles of incorporation, or these bylaws. If a quorum is not present at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

ARTICLE IV.  
Board of Directors-Term of Office; First Election;  
Removal

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Section 1. Number. The affairs of the association shall be managed by a board of five (5) directors, who shall be members of the association.

Section 2. Term of Office. At the first annual meeting, the members shall elect two directors for a term of one year and three directors for a term of two years, at each annual meeting thereafter, the members shall elect directors for a term of two years.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V.

Board of Directors-Powers and Duties

Section 1. Powers. The board of directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the common areas and facilities;
- (b) Suspend the voting rights of any member during any period in which such member is in default in the payment of any assessment levied by the association. Such right may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;
- (c) Declare the office of a member of the board of directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the board of directors.

ARTICLE VI.

Assessments

Section 1. Lien and personal obligation of assessments. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be expressed in his deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively to maintain the streets, lighting, and street landscaping, if any, situated within the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Lighting, if any, and other necessary utility service for the common area.

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- (b) Maintenance and repair of private streets within the confines of the subdivision.
- (c) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.
- (d) Any other supplies, services, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Annual assessment. The board of directors of the association may fix the annual assessment.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area. Any such assessment must be approved by a majority of each class of members.

Section 5. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 6. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific lot has been paid, and shall, on or before February 15 of each year, cause to be recorded in the office of the county clerk of Wharton County, a list of delinquent assessments as of that date.

Section 7. Effect of nonpayment of assessments; remedies of the association. Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of ten per cent (10%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 8. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII.  
Property Rights

Section 1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

(a) The right to suspend the voting rights of any owner for periods during which assessments against his lot remain unpaid; and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding thirty (30) days for any infraction of the published rules and regulations of the association;

(b) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by a majority of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants, and invitees.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwilful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than six inches as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the wilful conduct of any owner.

Section 4. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

(c) There shall exist appurtenant easements of access to all private streets within the subdivision to the city of El Campo, Texas, for the use of city personnel and equipment on city business.

(d) The owners of each lot in Blocks 1, 2, and 3 and the Reserved Area contiguous to Block 3 (or any part thereof) shall each own and possess a pedestrian access easement for ingress and egress, to each lot within PLAZA V and the Reserved Area contiguous to Block 3, said pedestrian access easement being the 16 foot utility easement dividing Blocks 1 and 2 and Block 3 and the Reserved Area contiguous to Block 3.

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Section 5. Right of Entry. The association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. No Partition. There shall be no judicial partition of the common area, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in cotenancy.

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ARTICLE VIII.  
Use Restrictions

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 10 below.

Section 3. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 10 below.

Section 4. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the association, except customary name and address signs and lawn signs advertising a property for sale or rent.

Section 5. Nothing shall be done or kept on a lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on his lot or the common area which would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

Section 8. No outbuilding, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

Section 9. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association.

Section 10. Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as

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NO 541 PAGE 647

soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

(c) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision lots.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

ARTICLE IX.  
Owner's Obligation to Repair

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE X.  
General Provisions

Section 1. Enforcement. Declarant, the association, 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, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than two-thirds of each class of members.



Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be vinding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

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Section 5. Duration. The covenants 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 or any member thereof for a period of twenty-five (25) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least two-thirds of the subdivision lots.

EXECUTED at El Campo, Texas, this 9th day of May, 1980.

Troy L. Lively  
Troy L. Lively - Trustee  
Declarant

ACCEPTED AND APPROVED:

L. Keith Cox  
L. Keith Cox

Kenneth Cox  
Kenneth Cox

Maurice Hicks  
Maurice Hicks

Louise F. Krueger  
Louise F. Krueger

Troy L. Lively  
Troy L. Lively

THE STATE OF TEXAS, §

COUNTY OF WHARTON §

BEFORE ME, the undersigned authority, on this day personally appeared Troy L. Lively - Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9<sup>th</sup> day of May, 1980.

Jean Andersson  
NOTARY PUBLIC IN AND FOR WHARTON COUNTY, TEXAS  
My Commission Expires 6-30-80



THE STATE OF TEXAS, §  
COUNTY OF WHARTON §

BEFORE ME, the undersigned authority, on this day personally appeared D. Keith Cox known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9<sup>TH</sup> day of May, A. D. 1980.

Jean Anderson  
NOTARY PUBLIC IN AND FOR WHARTON COUNTY, TEXAS  
My Commission Expires 6-30-80

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THE STATE OF TEXAS, §  
COUNTY OF WHARTON §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Cox known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9<sup>TH</sup> day of May, A. D. 1980.

Jean Anderson  
NOTARY PUBLIC IN AND FOR WHARTON COUNTY, TEXAS  
My Commission Expires 6-30-80

THE STATE OF TEXAS, §  
COUNTY OF WHARTON §

BEFORE ME, the undersigned authority, on this day personally appeared Maurice Hicks known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of June, A. D. 1980.

Lillian Hansen  
NOTARY PUBLIC IN AND FOR WHARTON COUNTY, TEXAS  
My Commission Expires 10-31-80

THE STATE OF TEXAS, §  
COUNTY OF WHARTON §

BEFORE ME, the undersigned authority, on this day personally appeared Lorence F. Krueger known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9<sup>TH</sup> day of May, A. D. 1980.

Jean Anderson  
NOTARY PUBLIC IN AND FOR WHARTON COUNTY, TEXAS  
My Commission Expires 6-30-80

THE STATE OF TEXAS, §  
COUNTY OF WHARTON §

BEFORE ME, the undersigned authority, on this day personally appeared Troy L. Lively known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9<sup>TH</sup> day of May, A. D. 1980.

Jean Anderson  
NOTARY PUBLIC IN AND FOR WHARTON COUNTY, TEXAS  
My Commission Expires 6-30-80

STATE OF TEXAS COUNTY OF WHARTON  
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Wharton County, Texas as stamped hereon by me on

FILED FOR RECORD

11:30 AM

JUN 18 1980

DELFIN MAREK  
COUNTY CLERK, WHARTON CO., TEXAS

Book : 541 Page : 649 File Number: 1980-00004114 Seq: 9



JUN 25 1980

Lillian Hansen