

THE STATE OF TEXAS |
COUNTY OF CAMERON |

PROTECTIVE SUBDIVISION COVENANTS

WHEREAS, the undersigned is the owner of the following described land,
to-wit:

PALMERA HEIGHTS SUBDIVISION, being a Mobile Home Park (B), in Cameron County, Texas, according to Map of said Subdivision recorded in Vol 33, Page 34, Map Records of Cameron County, Texas, being a subdivision of 9.598 acres, out of Block 4, Collins Subdivision, Cameron County, Texas; and

PALMERA HEIGHTS SUBDIVISION, UNIT NUMBER TWO (2), being a Mobile Home Park Type "B", according to Map of said Subdivision recorded in Cabinet 1, Page 57B, of the Map Records of Cameron County, Texas, being a Subdivision of 16.266 acres out of Block 4, Collins Subdivision, Cameron County, Texas.

The following restrictions are hereby imposed upon the above described subdivision:

1. The lots in this subdivision shall be known and described as mobile home and RV lots and no permanent structure other than carports and accessory buildings as approved by the Developer shall be erected, altered, placed or permitted to remain on any mobile home lot other than one detached single family mobile home dwelling or RV as provided in Paragraph 9. However, within three (3) years from the date of the first sale or when thirty (30%) per cent of the lots in this subdivision are sold, the approval and control of subdivision covenants shall vest in the lot owners, as required by the rules and regulations of the Office of Interstate Land Sales Regulations of the Department of Housing and Urban Development.

2. No commercial enterprises of any nature shall be operated on said lots, nor shall any obnoxious or offensive activity be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

3. Except as provided in Paragraph 9 herein, no mobile home smaller than 12 x 40 feet shall be permanently placed on any of the lots within this subdivision, and the mobile home located on any of the lots in the above Subdivision shall be installed as follows:

All tires and wheels shall be removed, and the mobile home shall have acceptable skirting within ninety (90) days after installation.

4. There shall be at least ten foot setback line from the line of the roadway or street which fronts on the lots included in this subdivision, and no mobile home shall be placed within five (5) feet of the adjoining property line.

5. No minors shall be permitted or permanently occupy any of the lots located within this subdivision, which means that no minor child may live in this subdivision for more than a period of thirty (30) consecutive dates.

6. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each lot shall be mowed and maintained in a tidy manner by each owner.

7. No fences, carports or other structure shall extend past the ten foot setback line designated above.

8. All mobile homes located in this subdivision shall use "tie downs" which comply with acceptable safety standards within the mobile home industry.

9. It is permissible for travel trailers, or motor homes and recreational vehicles to be located in the subdivision on a temporary basis, temporary basis being defined as no longer than a six month duration. At the end of the six months, the motor home, travel trailers and recreational vehicles must be removed from the premises for a period of at least ninety (90) days. This may be done for a maximum of three (3) years from the date of the purchase of the lot, except when a mobile home is permanently located on the lot.

In regard to lots numbers 16 through 45, Palmera Heights Subdivision Unit No. 1, there are no limitations on the period of time that travel trailers, mobile homes and recreational vehicles may be located on same.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2001, at which

time said covenants shall be automatically extended for successive periods of ten (10) years. At any time however, these restrictions may be altered by a 2/3rd majority vote of the landowners of the subdivision. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Notwithstanding the above provisions in this paragraph, control shall vest in the lot owners within three (3) years from the date of the first sale or when thirty percent (30%) of the lots are sold, whichever occurs first, and the undersigned developer shall not be entitled to vote any more than forty-nine percent (49%) of the votes regardless of the number of lots owned at that time by the undersigned developer, pursuant to the guidelines of the Office of Interstate Land Sales Regulations of the Department of Housing and Urban Development.

These covenants may be enforced by any lot owner in the area covered by these restrictions in a Court of equity by injunctive relief.

EXECUTED THIS 26 day of September, 1978.

George J. Martin, Jr.
GEORGE J. MARTIN, JR., Trustee

STATE OF TEXAS |
 |
COUNTY OF DALLAS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared George J. Martin, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of September, 1978.

Don P. Bravelle
Notary Public in and for Dallas County, Texas.

4200

FILED FOR RECORD

AT 11 o'clock AM

FEB 16 1979

JOE G. RIVERA

Clerk, County Court, Cameron County, Texas

By Rivera DEPUTY

[Signature]

STATE OF TEXAS
COUNTY OF CAMERON
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and page of the named RECORDS
of Cameron County, Texas as stamped hereon by me.



Joe S. Rivera
County Clerk
Cameron County, Texas

1000-1-1

*McCullough, Mendenhall
McCullough, City of
The State
of California*