

**RESTRICTIVE COVENANTS
FOR
WEST PALM SUBDIVISION HIDALGO COUNTY, TEXAS**

Baldemar Balderas and Baldes land Development ("Developer") are the owners of all of the lots in West Palm Subdivision, Hidalgo County, Texas (being sometimes referred to herein as "the Property"). The map or plat of West Palm Subdivision is **pending approval and recordation**, and references herein shall become effective upon official recording in the Map Records of Hidalgo County, Texas.

Developer desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property, and for the protection of property values therein and to that purpose, Developer hereby adopts and establishes the following declarations, reservations, restriction, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of the Property, including the dedicated roads, avenues and streets therein. Each contract or deed which may be hereafter executed with regard to any of the Property shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract of deed):

Summary of Key Provisions

1. Use Restrictions:

- Lots are designated for single-family, private residential purposes, with only one dwelling permitted per lot.
- Prohibited uses include tire repair, auto/truck repair, salvage yards, nightclubs, bars, topless/nude bars, and adult-oriented businesses.
- Commercial lots may be used for oil change businesses for automobiles and light trucks.

**2. STRUCTURAL AND CONSTRUCTION REQUIREMENTS
(REVISED)**

Residential structures shall be constructed using **quality materials and accepted construction methods**, including but not limited to:

- Masonry (concrete block, brick, or brick veneer)
- Wood framing
- Engineered steel framing systems
- Other systems approved by the Developer

All structures must be built on a **permanent foundation**, such as a concrete slab or other approved foundation system.

3. Retaining Wall and Fencing Restriction:

To ensure the structural integrity and longevity of retaining walls within WEST Palm Subdivision, the following restriction applies to all lot owners:

- a. No Attachment:** Absolutely no fencing of any kind, including but not limited to chain-link, wood, vinyl, or ornamental fencing, and no fence posts or any other structures related to fencing, shall be attached to any retaining wall. This prohibition includes drilling, anchoring, or otherwise affixing any materials to the wall's surface or structure.
- b. Minimum Clearance:** All fencing must be installed with a minimum clearance of twelve (12) inches (1 foot) from the face of any retaining wall. This space must be maintained at all times.
- c. Responsibility for Damages:** Any and all damages to a retaining wall resulting from the attachment of fencing or fence posts, or from fencing installed in violation of the 12-inch clearance requirement, shall be the sole responsibility of the lot owner who caused or permitted the violation. This includes, but is not limited to, the full cost of any and all repairs necessary to restore the retaining wall to its original condition.

4. Sewerage and Waste Management:

- Outside toilets are prohibited, and buildings must connect to a sewage system before occupancy.
- Lots may not be used as dumping grounds; trash and garbage must be stored in closed sanitary containers and removed timely.

5. Storage and Vehicle Regulations:

- A maximum of three vehicles per lot is allowed without Developer's written permission.
- Inoperable vehicles must be stored in enclosed garages or out of public view.
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- All residential structures built within the West Palm development shall include a minimum **two-car enclosed garage**. The garage must be constructed of materials consistent with the main dwelling and must be fully integrated into the home design or attached by a covered breezeway
- Tractor-trailer rigs ("18-wheelers") are prohibited from parking on subdivision streets.
- Building materials may only be stored during construction, and no unsightly items (e.g., tires, furniture, appliances) may be kept outside.
- Developer may remove violations after 20 days' notice via certified mail, charging the lot owner for expenses, secured by a lien enforceable through nonjudicial foreclosure.

6. Animal Restrictions:

- No livestock or poultry may be kept; only two house pets per lot are permitted.
- Pets must be leashed or confined when outside and may not roam freely.
- Commercial kennels or animal boarding facilities are prohibited.

7. Vegetation Maintenance:

- Lot owners must keep grass, weeds, and vegetation trimmed to avoid becoming a nuisance, including in easements.
- Developer may mow/trim after 10 days' notice, charging \$85 per instance, secured by a lien enforceable through nonjudicial foreclosure.

8. Nuisance Prohibition:

- No noxious or offensive activities are permitted that may become a neighborhood nuisance.

9. Easements:

- No buildings may be constructed over gas utility lines.

10. Fencing Specifications:

- Fencing materials are limited to wood or masonry for rear fences and wrought iron for front fences.

- For lots with block retaining walls, fences must be maintained 12 inches away and not attached to the wall.

11. Covenants Running with the Land:

- These restrictions are covenants running with the land, binding all lots and enforceable by the Developer or lot owners through legal remedies, including injunctions.
- Successful enforcement actions may recover attorney's fees and court costs from the violating lot owner.

12. Partial Invalidity:

- If any provision is invalidated, the remaining provisions remain in effect.
- Acquiescence to a violation does not waive enforcement rights, and Developer may correct violations directly.

13. Duration and Amendment:

- Restrictions remain in effect until July 1, 2035, with automatic 10-year renewals unless a majority of lot owners agree to amend or terminate them within six months prior to renewal, recorded with the Hidalgo County Clerk.
- Developer may amend the covenants unilaterally while owning at least one lot, effective upon recording the amendment.

The West Palm Subdivision restrictive covenants establish a comprehensive framework to govern land use, construction, and maintenance, aligning with the Developer's goal of a uniform, high-value residential community. Lot owners must adhere to strict standards, with enforcement mechanisms ensuring compliance. Prospective buyers or current owners should carefully review these covenants, as they significantly shape property rights and obligations. For further clarity, consulting legal counsel familiar with Texas property law may be advisable to navigate compliance or address potential disputes.