

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MISSION

OWNERSHIP PLAN OF
ALADDIN VILLAS SUBDIVISION
INSTRUMENT NO. _____

SUNBURST PROPERTIES hereby provides and designates the following
Ownership Plan and Deed Restrictions, in Hidalgo County, Texas, and City of Mission.
All provisions of said Ownership Plan and the restrictions therein contained are
covenants running with the land and are provided not only for the benefit of SUNBURST
PROPERTIES, but for the individual lot purchasers as well.

EXECUTED this 17th day of February A.D. 1983

SUNBURST PROPERTIES, A General
Partnership
BY: _____ (Signature) _____
HOMER SMALL

INDIVIDUALLY AND AS AGENTS AND
ATTORNEYS-IN-FACT FOR THE PARTNERS
OF SUNBURST PROPERTIES.

STATE OF TEXAS

COUNTY OF HIDALGO

SEAL AFFIXED

This instrument was acknowledged before me on the 17th day
Of February, 1983, by HOMER SMALL.

(Signature)
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 7/15/86

This is a true transcript of the copy recorded in Volume 1824 pages 599, 600, 601, 602,
603 and 604 in the State of Texas, County of Hidalgo Courthouse.

1. Business Highway 83 and Stewart Road, ½-Mile South, Mission, Texas, Hidalgo County.
2. Legal: Tract 1: All of lot 19-12, containing 40.00 acres, more or less, West Addition to Sharyland Subdivision of Porciones 53-57, inclusive, Hidalgo County, Texas, according to the map or plat thereof on file and of record in Volume 1, Page 56 of the Map records of Hidalgo County, Texas, together with the abandoned canal right-of-way of adjoining same, containing 1.776 acres more or less; and,

Tract 2: All of lot 191, containing 35.552 acres, more or less, John H. Shary Subdivision of Porciones 58, 59, and 60, Hidalgo County, Texas, according to the map or plat thereof on file and of record in Volume 1, Pages 42-43 of the Map Records of Hidalgo County, Texas, together with the abandoned canal right-of-way adjoining same save and except the North 9.23 feet previously conveyed, containing 9.397 acres, more or less.
3. LOT DESCRIPTION AND DESIGNATION: The Mission SUNBURST PROPERTIES shall encompass the land described above containing lots as designated on the plat files by record. Each lot owner shall own his lot and an undivided interest in the common elements. Each lot and undivided interest in the common elements shall be held and owned together and may not be sold, conveyed or otherwise disposed of separately. The common elements are described and designated as all of the land described in paragraph 2 above and the buildings, structures, and improvements thereon save and except the lots and all improvements thereon which are to be individually owned.
4. The restrictions, regulations and privileges herein set forth shall be considered as covenants running with the land and binding upon the owners of all lots lying within this subdivision as and when same are conveyed by Sunburst Properties assigns.
5. LAND USE: This subdivision shall be used for residential purposes only with no commercial areas. Appropriate storage and outbuildings shall be erected only upon prior written approval of the Control Committee. Travel trailers, motor homes, and campers shall not be permitted as permanent housing, but may be placed on Lot, providing ALL Lot set-backs are met.
6. DESIGN RESTRICTIONS:
 - (1) All Mobil homes must be anchored to ground or concrete slab in accordance with or to exceed the Mobil Home Manufacture's recommendations or the City of Mission.
 - (2) All Mobil Homes must be skirted around entire Mobil Home. All utilities must conform to the city of Mission specifications for plumbing and electrical connections.

- (3) Fences or walls must have prior written approval of the Control Committee. No fencing will be allowed to extend beyond the front of any residence facing the street, or over 36" in height, and no corner fences at all on traffic corners.
- (4) Each Lot has a specified area which limits the extent of the portion upon which any structure can be constructed. The following minimum dimensions shall govern for front, side and rear set-backs on all Lots.
 - a. A 15 ft. Set-back from front property Lot Line.
 - b. 10 ft. set-back on outside Lots property Lot Line.
 - c. 10 ft. set-back from rear property Lot Line.
 - d. 6 ft. set-back from inside property Lot lines.
- (5) All residences in the subdivision shall serve as single family residences only, and shall have prior approval of the SUNBURST PROPERTIES Control Committee as to the quality of workmanship and materials and the City of Mission.
- (6) Each residence must have properly installed, paved and properly drained driveway. Each lot shall have room for 2-car parking. Parking on the street will be prohibited except for temporary guests.

7. APPROVAL of Proposed Residence and Lot Development Plans:

- (1) The Architectural review functions shall be vested in and exercised by that certain body to be known as the SUNBURST PROPERTIES Control Committee as the same shall be constituted from time to time as hereinafter provided. The committee shall be composed of six (6) members (3 each from the East 40 and 3 each from the West 40 acres), to be appointed initially by Developer or Assigns. After ninety percent (90%) of the lots in the subdivision have been sold by the Developer or Assigns, the Home Owners Association shall place all members on the SUNBURST PROPERTIES Committee and proceed to function as per restrictions as herein stated. Only one member per family may serve on this board.
- (2) Before any construction of any residence, awnings, carports, outbuildings, driveways, or fencing commences, the owner of such lot shall submit plans and specifications for such structure of development to Sunburst Control Committee. The Sunburst Control Committee shall consider, evaluate, examine and approve or disapprove of said plans and specifications within ten (10) days.
- (3) The Developer or Assigns or Sunburst Control Committee can not be held responsible for any error in structural design, or defects in any structures placed on any lot.

- (4) The Developer, their Assigns, or Sunburst Control Committee can not be held responsible for any non-conformance with building codes and/or local laws or regulations in the plans and/or specifications approved by it.
- (5) Landscaping: Upon construction of a residence all unpaved areas shall be reasonably landscaped including property lines between lots and utility easements if they exist in any lot or lots.
- (6) Vacant Lot Maintenance: The cost of maintaining and mowing of a vacant lot shall be the responsibility of the owner of said lot. Developer or Assigns may mow a vacant lot, with the fee based on an annual contract between Developer or Assigns and lot owner. In any event, the lawn mowing fee for a vacant lot shall not exceed a sum in excess of actual cost plus twenty percent (20%). Upon constructing a residence on any lot within the subdivision, the Developer, their Assigns, or future Home Owners Association will assume NO individual lot maintenance responsibility.
- (7) Use and Maintenance of the Common Elements: The common elements shall be for private use of lot owners and their guests, except that the streets shall be considered public streets. The cost of upkeep, maintenance and operation of the common elements shall be the responsibility and joint expense of the lot owners. Provision is made for the administration of the common elements through formation of the Homeowner's Association. It is expressly agreed that the Developer or Assigns shall act on behalf of the Association until 80% of the lots have been sold, at which time the Association shall be formed to carry on the duties. Each lot owner shall have one vote per lot, or lots, which may be cast in person or by designated proxy, in all duly authorized meetings.
- (7a) In accordance with the City Planning and Zoning Ordinance, no berms, swells, or any type of construction as part of the drainage improvements, shall be removed, replaced, cut or destroyed.
All lot owners shall pay their pro-rata share of the upkeep of the common elements, but the assessment against each lot shall not be more than \$150.00 per year. (See end of paragraph)*** Until experience factors are gained, the cost per lot shall start at fifteen Dollars (\$15.00) per month which is the estimated cost of upkeep, such assessment to begin the first day of the month following completion of the clubhouse and swimming pool. It may be necessary to assess each lot more or less than \$15.00 per month, but it shall not be more than one hundred fifty (\$150.00) dollars per Lot, or actual cost of maintenance of lot.***
- (8) The assessment shall become due and payable within ten (10) days of the dates specified by Association. Such assessments shall become liens against the respective lots for their pro-rata share thereof at the time the assessments become due and payable. No owner shall be exempt from contributing the specified amount toward such expense or assessment by waiver of the use and enjoyment to him. All of the liens for assessments made by the

Association shall be subordinate to liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for common expenses becomes due.

- (9) Easements or Servitudes for Utilities: Easements or servitudes for the installation and maintenance of utilities, i.e., electricity, gas, telephone, water, sewerage, drainage and irrigation, are served against each lot, and are served for the benefit of the entire subdivision.
- (10) General Prohibitions:
- (1) Trucks (not to include pick-ups), commercial vehicles or unsightly vehicles shall be stored or kept in appropriate outbuildings or properly screened. No garage, storage or outbuildings shall be used as living quarters or residence, temporarily or otherwise.
 - (2) No domestic or other animals shall be bred, raised or maintained for commercial purposes. Dogs, cats, or other household pets may be kept provided that they are fenced in or kept on a leash.
 - (3) No tank for the storage of oil or other fluid (except L.P.G. tanks) may be constructed or maintained on any lot above the surface thereof.
 - (4) No use shall be made of the premises so as to result in draining or dumping any refuse, sewage, or other material which might tend to pollute or obstruct the area including irrigation canal. All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps and no outside or surface toilets shall be permitted.
 - (5) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth, including lawn mowing, on such lot or the accumulation of rubbish or debris thereon. In the event any such lot or improvement thereon is not so maintained, the Home Owners Association or Developer shall have the right through its agents, employees or appointed persons, to enter thereon for the purpose of maintenance, restoration or repair and shall have the right to charge the lot owner a fee not to exceed the actual cost for such maintenance, restoration or repair.
 - (6) No use shall be made of any lots in any way, for any purpose, which may endanger the health or reasonably disturb the holder of any lot, with the exception of one (1) For Rent or For Sale sign not to exceed 24" x 36" in size, no advertising signs, billboards, unsightly objects or nuisances shall be erected, placed, or permitted to remain on any lot.

