

ALLISON SUBDIVISION

Declaration of Covenants, Conditions and Restrictions

This Declaration of Covenants and Restrictions is made as of this ____ day of _____, 2024 by Choice Land Development, LLC, a Texas Limited Liability Company (“Developer”) is as follows:

Whereas, Developer is the owner of all of the Lots (“Lots”) in Allison Subdivision, a subdivision in the City of Harlingen, Cameron County, Texas, as shown on the Plat thereof recorded in Cabinet _____ Pages _____, Map Records of Cameron County, Texas:

NOW THEREFORE, Developer states and declares (i) that all of the above described Property is and shall be held, transferred, sold, conveyed, and occupied, subject to the covenants, restrictions, and uses as hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof, and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in any contract or deed.

Article I

Setbacks

- A. The front construction setback line from the property line will be in accordance with the City of Harlingen Zoning Ordinance for the most restrictive residential category, being at the present time, R-1.
- B. The rear construction setback line from the rear property line will be in accordance with the City of Harlingen Zoning Ordinance for the most restrictive residential category, being at the present time, R-1.
- C. The side construction setback line from the side property line will be in accordance with the City of Harlingen Zoning Ordinance for the most restrictive residential category, being at the present time, R-1.

Slab and Foundation Size

- A. One-story dwellings shall not be less than eighteen hundred (1800) square feet of air-conditioned living area excluding porches and garages.
- B. One and one-half and/or two-story dwellings shall not be less than eighteen hundred (1800) square feet of air-conditioned living area excluding porches and garages.

Article II

Construction

- 1. No more than one (1) house shall be constructed on any Lot. The restrictions and limitations in this section shall not prohibit, restrict or limit the number of other

improvements on a Lot which are appurtenant to any dwelling on a Lot or which are placed on a Lot for any other lawful and permitted purpose, including, but not limited to, greenhouses, patios, tennis courts, swimming pools, garages, cabanas, tree houses, swing sets, fences, screening walls, porches, driveways and decks. No improvements constructed or placed on any Lot shall exceed the height of the Main House on such Lot.

2. Exterior construction of the primary residential structure including garage, porches and any other appurtenances or appendages on any Lot along with most interior construction shall be completed within twelve (12) months following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.
3. Maximum height on any building shall not exceed 35 feet measured from the ground level at the midpoint of the dwelling site.
4. All dwellings will be of recognized standard construction materials and techniques.
5. Only new materials shall be utilized in constructing any structures situated on a Lot.
6. As a minimum, each home will have a two-car garage.
7. All driveways will be concrete.
8. All garages will have functional automatic garage door openers installed.
9. All dwellings in the subdivision will be serviced by a public sanitary sewer system.
10. Four-foot (4') wide sidewalks will be installed at owner's expense on every home and located parallel and adjacent to the back of the street curb. The width of the curb or any other component of the curb will be added to the four-foot width required.
11. All privacy fencing will be made of concrete, stone, brick or wood and other wood-like products. No wire type fence of any kind or description will be erected or maintained on any Lot. Hurricane fencing or galvanized steel and/or wire fencing shall not be permitted. Concrete, stone and brick privacy fencing will be finished in a manner complimentary to the overall construction material of the primary residence.
12. No privacy fence or wall will exceed 6 feet in height.
13. No privacy fencing or wall will be installed or placed forward of the front construction setback line.
14. No clothes line or clothes-drying structure or apparatus, permanent or temporary, shall be placed, installed or erected on the exterior of any Lot regardless of whether or not the structure is visible from the public ROW or from an adjoining or nearby Lot.
15. Audio, visual, digital television, television, digital or analog video, date, voice or radio signal receiving devices (including, but not limited to, TV antennas, satellite dishes, radio antennas and wireless internet) will not be installed on the front or sides of any home.
16. No unsightly or elaborate antennae for receiving and/or transmitting television, date, information, entertainment and/or radio signals will be allowed.
17. A community mailbox shall be installed by the Developer to serve the Subdivision.
18. At least one tree from the attached Tree List must be planted in the front yard.
19. No structures, improvements, temporary furniture or equipment of any kind (including, but not limited to, water fountains, monuments, patio furniture, workout equipment, statutes, pools, fences, ponds, playground structures and storage units) other than a concrete driveway will be installed in any front yard and shall be placed or erected only in the backyards, nor shall these items listed above be installed, placed, built or placed within site from a public right-of-way.

20. Individual room or “window unit” air conditioning will not be installed on any window of any home.
21. All roofs will be constructed of at least a 30-year shingle or tile.
22. Solar panels will not be installed on any front or street facing area of a dwelling.
23. Fences:
 - A. Front Yards. No fences shall be constructed past the forward most portion of the house structure.
 - B. No iron or chain link or wire fences shall be allowed.

Article III **Lawns and Landscaping**

1. Front, rear and side lawns and yards surrounding the entire dwelling will be sodden-in within 60 days of construction completion.
2. No trees, shrubs, or other landscaping will be placed within 3 feet of any electrical power transformer in order to provide safe and adequate access to the equipment.
3. No trees, shrubs, or other landscaping will be placed within a 3-foot radius of any fire hydrant or permanently installed fire-fighting connection or standpipe.
4. Grass or ground cover flora will not be allowed to grow over the city-required sidewalks, on each home site or the street curb in front of each house.

Article IV **Overall Appearance and Maintenance**

1. The owners or occupants of all Lots will maintain the Lot and the improvements in a neat, healthful, sanitary and attractive condition.
2. No Lot will be used or maintained as dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage or waste matter will be kept in adequate containers of metal or plastic with tightly fitting lids, which will be maintained in a clean and sanitary condition and kept from public view.
3. No Lot will be used for open storage of any materials, trash, junk or home maintenance/use equipment (including, but not limited to, lawn mowers, trash cans, home appliances, and sports equipment) which is visible from the street, except that the new building materials to be used in the construction of improvements erected on any Lot for a reasonable period of time during which construction is being performed.
4. Storage tanks containing inflammable liquids, fluids or gases will not be installed or maintained above the surface of the ground on any Lot.
5. Each Lot will be limited to conduct one (1) personal property sale, including, but not limited to, rummage sales, yard sales, moving sales, junk sales, flea market sales or cleaning sales lasting no more than one (1) 24-hour period every six months. At no time will a sale involving non-personal property be allowed on a Lot for any reason.
6. All materials, trash and garbage will be removed from the Lot upon completion of the improvements.
7. No garbage, trash or waste material will be burned on any Lot.

8. No tent, shack, mobile home, house trailer, garage apartment, or other outbuilding shall be placed, erected, installed or permitted to remain on any of the Lots, nor will any structure of any temporary character be used at any time as a residence thereof. This provision shall not apply to temporary structures utilized by the Developer, its transferees, or assigns when engaged in construction or repair work, or such work as may be reasonably necessary for the development of the Subdivision.
9. Vehicles will only be parked on the driveway and garage area of each home. Motor vehicles of any kind may not be parked on lawns, yards or unimproved side areas for any reason or period of time.
10. Lot side areas outside the garage and driveway area as defined on the dwelling construction plans will not be improved as additional vehicle parking area.
11. Only light maintenance may be performed on an operable vehicle on a Lot and that maintenance may only be performed on the driveway or garage area of each home. Light maintenance will be limited to work that can usually be performed within a 12-hour period such as fluid and oil change, flat tire changing, washing, waxing, general vacuuming and small general repairs such as a headlight and windshield wiper replacement.
12. No repairs, maintenance, cleaning or general up keeping may be done to any vehicle on any street.
13. Inoperable vehicles that cannot be turned on, driven, and/or moved under their own power or have suffered significant damage to the body will not be parked or stored in any home site visible to the public, driveway, or street at any time.
14. Major car repairs, bodywork or extended car repairs lasting more than a 24-hour continuous period shall not be performed for any reason on the Lot, including the driveway, yard, sidewalk or street frontage area of any house.
15. Motor vehicles shall be parked inside garages.
16. Whenever possible, garage doors shall be kept shut (in the down or closed position).
17. Vehicles will not be parked for more than two (2) continuous days on any city street.
18. Recreational boats and boat trailers will not be parked for more than a 24-hour continuous period on any street or driveway. Recreational boats and boat trailers may be permanently parked along the side of a house behind a privacy fence or inside a closed garage. Boats may not be parked so as to interfere with the normal operation of garage doors.
19. No truck or construction equipment larger than 1-ton, including a bus or recreational vehicle or camper may be parked overnight on any residence or any street, with the only exception being recreational vehicles which are being loaded and/or unloaded. Overnight parking in such an exception will be limited to a continuous 24-hour period.
20. Utility trailers of any type, including, but not limited to, commercial, towed, horse, cattle, flatbed, gooseneck or contractor-type trailers may not be parked on any street or driveway at any time. Utility/gardening trailers smaller than 14 feet in length may be parked behind a privacy fence. The exception to this restriction is that for construction or repair, while a residence or residences are being built or repaired.
21. Discarded, worn-out, damaged, unsightly, and/or unusable furniture, patio furniture, workout equipment, home appliances, lawn and gardening maintenance equipment, barbecue pits/smokers, children's play sets/swing sets, doll houses, will not be kept in any open area of the Lot visible to the public.

22. No signs or other types of advertisement will be permitted on any Lot, except one (1) sign indicating a Lot and/or home is for sale, shall be permitted facing the front of any Lot, and one such sign facing the rear.
23. Political signs will be limited to a display period of thirty (30) days prior and two (2) days after the published Election Day (including any necessary run-off period).
24. No sign, regardless of its use, placed on the property shall not be larger than 2 feet in width on any side or in height.
25. No oil, gas, mineral, mining or excavation operation of any kind or character will be permitted upon any Lot or area of the Subdivision.
26. Dogs and cats may be kept as pets, but there shall be no commercial breeding or production of such animals for sale.
27. No animal rescue operations shall be allowed.

General Provisions

A. These provisions are hereby declared to be restrictions, conditions and covenants and uses running with the land and shall be fully binding on all persons acquiring title to property in the Subdivision, whether by descent, devise, purchase, or otherwise, and every person, by the acceptance of title to any Lot in the subdivision, shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which be binding on all lot owners. Said restrictions, conditions, covenants and uses shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part, by a vote of the owners of three-fourths (3/4s) of the Lot owners in the Subdivision.

B. Amendments by Developer: Until Developer conveys fifty-eight (58) of the seventy-seven (77) lots in the Subdivision, the Developer shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed of record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein or for any other purpose, including, but not limited to, defining any term or clarifying any confusing or ambiguous or conflicting language in these restrictions or to clarify any confusing rules, regulations or requirements set forth therein, or to remove any portion which conflicts with any requirements of the City of Harlingen Zoning or Subdivision Ordinances, provided that any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced by the original Subdivision Plat and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Enforcement

If any person or persons shall violate or attempt to violate any of the above restrictions, conditions, covenants and uses, it shall be lawful for any other person or persons owning any of the Lots in the Subdivision to bring suit to specifically enforce the provisions of these covenants and restrictions, the prevailing party in such suit shall be entitled to recover from the non-prevailing party all costs incurred in such suit, including reasonable attorney's fees and court costs.

Severability

Invalidation of any one or part of these conditions, restrictions, covenants, and uses by judgment or court order shall in no way affect any of the others, which shall remain in full force and effect.

Tree List

The following is a list of trees that are permitted to be planted in the front yard of each house or dwelling to comply with Article II, sub-paragraph 22:

Oak Trees (any variety)

Pecan Trees

Mexican Sycamore Trees

Cypress Trees

Cedar Elm Trees

Ebony Trees

Anaqua Trees

Effective Date

The Subdivision Restrictions are hereby imposed on the said Allison Subdivision by the Developer on the date these Restrictions are recorded in the Official Public Records of Cameron County, Texas and shall be effective thereafter.

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These covenants and restrictions are hereby imposed on the lots of the Allison Subdivision on this _____ day of August, 2024.

CHOICE PROPERTIES, LLC, The Developer

Natalie Leal, LLC
Co-Manager and Member of CHOICE LAND
DEVELOPMENT, LLC

By: Natalie Leal, Manager of Natalie Leal, LLC

and

Courtney Nash, LLC
Co-Manager and Member of CHOICE LAND
DEVELOPMENT, LLC

By: Courtney, Manager of Courtney Nash, LLC

THE STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on this _____ day of August, 2024, by Natalie Leal, Manager of Natalie Leal, LLC a Texas limited liability company and as Co-Manager and Member of Choice Land Development, LLC., a Texas limited liability company, on behalf of said entity.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on this _____ day of August, 2024,
by Courtney Nash, Manager of Courtney Nash, LLC a Texas limited liability company and as Co-
Manager and Member of Choice Land Development, LLC., a Texas limited liability company, on
behalf of said entity.

NOTARY PUBLIC, STATE OF TEXAS