

**THE EXTENSION AND AMENDMENT OF THE DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SUNSHINE  
COUNTRY CLUB ESTATES 1, 2, 3, CAMERON COUNTY, TEXAS  
"A SENIOR HOUSING COMMUNITY"**

THE STATE OF TEXAS     )  
  )  
COUNTY OF CAMERON    )

**WITNESSETH**

WHEREAS, DECLARANT, as the owners of real property more particularly described in exhibit "A" attached hereto, heretofore subdivided portions of that property into sunshine country club estates Units 1, 2, & 3 and in so doing, filed a Declaration of Covenants, Conditions and Restrictions dated January 8, 1981, recorded in Volume 1247, Page 900, Deed Records of Cameron County, Texas, governing the development and use of lots within said subdivision; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions dated January 8, 1981, recorded in volume 1247, page 900 Deed Records, Cameron County, Texas, and all amendments thereto are to continue for a term of ten years, expiring January 8, 1991, and

WHEREAS, in accordance with Section 9.3 of the 1986 Amendment to said Declaration, such Declaration may be amended by an instrument approved by a vote of the Owners of not less than 75% of the lots owned by Owners;

NOW, THEREFORE, SAID Declaration and the Amendments thereto are amended as follows: the term of said Declaration and the Amendments thereto shall be extended for an additional ten years, to expire on January 8, 2001; and

WHEREAS, all lots in Units 1, 2, & 3 have been sold subject to the original declaration; and

WHEREAS, questions have arisen with regard to the interpretation to be placed upon said Covenants and Conditions and the Amendments thereto, and in order to preclude further questions and to clarify said Covenants and Restrictions, all of the undersigned have agreed that all lots which have non-conforming uses as of the date of the recording of this Declaration are hereby granted a one-time variance for said lot only, and that all lots in said subdivision shall be held, sold and conveyed subject to the following easements, agreements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each **OWNER** thereof from January 8, 1981, or until amended as provided in ARTICLE 9.3 of this Amended Declaration.

NOW THEREFORE, said Declaration and the Amendments thereto are amended as follows: the term of said Declaration and the Amendments thereto shall be extended for an additional twenty years, to expire twenty years from the effective date of this instrument.

## **ARTICLE I**

### **PURPOSE**

**DECLARANT** shall restrict the use of the subject property so that it is a Senior Citizen Community.

## **ARTICLE II**

### **DEFINITIONS**

**SECTION 2.1 OWNER** shall mean and refer to the bona fide record title owner, other than the DECLARANT, whether one or more persons or entities, of fee simple title to any numbered lot which is a part of the properties. OWNER does not include a mortgagee.

The term **DECLARANT** or **OWNERS ASSOCIATION** shall refer to SUNSHINE COUNTRY CLUB ESTATES PROPERTY OWNERS, INC.

**SECTION 2.2 PROPERTIES** shall mean and refer to that certain real property hereinbefore described as SUNSHINE COUNTRY CLUB ESTATES UNITS 1, 2 & 3, and further described in Exhibit "A" attached hereto consisting of approximately 57 acres.

**SECTION 2.3 COMMON AREA** shall mean all real property and improvements thereon owned by the DECLARANT in SUNSHINE COUNTRY CLUB ESTATES UNITS 1, 2 & 3, other than numbered lots. Said Common Area shall be for the common use and enjoyment of the OWNERS. The common area owned by the DECLARANT is described as follows:

Par 3, 9 Hole Golf Course, Recreation Center, Storage Area, easements for roadway utility purposes and other common areas within said subdivision, and other lands within said subdivision, not specifically contained within the confines of platted and numbered lots which shall be held by DECLARANT subject to the right of lot owners to utilize same.

That certain 3.00 Acre tract out of Block 27, David & Stephenson subdivision, Cameron County, Texas, described as Tract X in that Deed recorded in Volume 1068, Page 152, Deed of Records of Cameron County, Texas, and any other real property hereafter owned by Sunshine Estates Property Owners, Inc.

**SECTION 2.4 VOTING** shall be on the basis of one vote per lot owned by an OWNER and all voting shall be by secret ballot. All secret ballots and relevant information pertaining to the election shall be distributed to each lot OWNER not less than thirty (30) days prior to the deadline to vote.

**SECTION 2.5 LOT** shall mean and refer to any numbered lot shown in any recorded subdivision Map or Plat of the PROPERTIES, with the exception of the Common Area.

**SECTION 2.6 MOBILE HOME** shall mean a movable dwelling unit designed and constructed (not constructed on site) for permanent occupancy by a single family, which contains permanent eating, cooking, sleeping and sanitary facilities, which is designed to be moved by axles and wheels forming a part of such unit, and which units are manufactured with complete plumbing and electrical systems ready for hookup. Mobile Home shall not include a travel trailer or similar unit designed for temporary occupancy or a self-propelled living unit such as a recreational vehicle, camper, boat or "homemade" dwelling.

**SECTION 2.6A** **RECREATIONAL VEHICLE or “RV”** shall mean self propelled Travel Units, Travel Trailers, “Park Model” Trailer, Pickups with Campers (not camper cover or shell without living facilities).

**SECTION 2.6B** **MODULAR HOME** shall mean a dwelling which is constructed in modules, whether one or more, at a location other than on the lot, utilizing assembly line type production or other techniques. No used Modular Homes shall be permitted to be placed on a lot. Concrete foundations may be used and brick veneer walls are permitted.

**SECTION 2.6C** **FRAME HOME** shall mean a dwelling which is constructed primarily of lumber on the lot. Concrete foundations and floors may be used and brick veneer walls are permitted.

**SECTION 2.7** **PROPERTY OWNERS ASSOCIATION** shall mean a non-profit corporation to be formed by the OWNERS upon the adoption of this Amendment for the following purposes:

- (1) To organize social events
- (2) To elect a Board of Directors
- (3) To perform such duties as are designated in the corporate by-laws

### **ARTICLE III**

#### **PROPERTY RIGHTS**

##### **SECTION 3.1** **OWNERS’ EASEMENT OF ENJOYMENT**

All Owners shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every lot, subject to the following provisions.

(a) The right of DECLARANT to charge reasonable admission fees for the use of the golf course situated upon the Common Area.

(b) The right of the DECLARANT to suspend the right of use of the recreational facilities by any OWNER for any period during which any assessment against his lot remains unpaid, and for infraction of its published rules and regulations.

(c) The right of the DECLARANT to own and operate commercial facilities in the common area, such as vending machines.

##### **SECTION 3.2** **DELEGATION OF USE**

Any OWNER, and the members of his/her immediate family, has the right of enjoyment to the Common Area. Any OWNER who leases or rents his/her property to residential tenants thereby assigns to his/her tenants the owners’ rights, and his/her immediate family’s rights, to use the Common Area, as well as their easement of enjoyment, for the duration of the lease or rental term. House guests may use the Common Area but must pay a fee for playing golf.

##### **SECTION 3.3** **PARKING RIGHTS**

The use of all parking areas (including streets and areas where boats, boat or utility trailers, motor homes, etc. may be parked or stored, if any) as designated, shall be subject to the exclusive control and management of

the DECLARANT, and a reasonable fee may be charged for any parking or storage provided. A charge of twenty dollars, (\$20.00), per day will be assessed for each parking violation incurred.

## **ARTICLE IV**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

#### **SECTION 4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS**

Each OWNER of any lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the DECLARANT:

- (a) annual assessments or charges which shall be payable monthly; and
- (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a lien on the OWNER'S lot and shall be a continuing lien upon the OWNER'S lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the OWNER of such property at the time the assessment was levied.

#### **SECTION 4.2 PURPOSE OF ASSESSMENT**

The assessments levied by the DECLARANT shall be used to promote the recreation, health, safety and welfare of the Common Area, and maintain the lights, streets, curbs, sidewalks, esplanades, golf course and similar facilities that service the properties.

#### **SECTION 4.3 ANNUAL ASSESSMENT**

Annual assessment shall be \$300.00 payable \$25.00 per month. The annual assessment may be increased each year by not more than \$45.00 per year. Any such possible increases in assessments shall be non-cumulative. In any year following a year when there has been no increase, the assessment may not be increased by more than \$45.00.

#### **SECTION 4.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS**

In addition to the annual assessments authorized above, the DECLARANT 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 upon the Common Area, including fixtures, or for the construction, reconstruction, repair or replacement of any portion of the water system or for the construction, reconstruction, repair or replacement of streets, sidewalks, curbs and esplanades serving the properties, provided that any such assessment shall have the written consent of fifty-one (51%) of the OWNERS.

#### **SECTION 4.5 UNIFORM RATE OF ASSESSMENT**

Both annual and special assessments must be at a uniform rate for all lots and may be paid on a monthly basis over a twelve (12) month period.

#### **SECTION 4.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS - DUE DATES**

The annual assessments provided for herein shall commence as to all lots then forming a part of the Properties on the first day of the month next following the conveyance of a lot to an OWNER. The DECLARANT shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of any change in the annual assessment shall be sent to every OWNER subject thereto. The due dates shall be the first (1<sup>st</sup>) day of each month. The DECLARANT shall, upon demand, and for reasonable charge, furnish a certificate signed by a representative of the DECLARANT setting forth whether the assessments on a specified lot have been paid.

#### **SECTION 4.7 EFFECT OF NON-PAYMENT OF ASSESSMENTS-REMEDIES OF THE DECLARANT**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. DECLARANT shall have a lien for the delinquent assessment and the DECLARANT may bring an action at law against the OWNER obligated to pay the same, or foreclose the lien against the property. Each such OWNER, by his acceptance of a Deed to a lot, hereby expressly vests in the DECLARANT, or its agents, the right and power to bring all actions against such OWNER for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens including non-judicial foreclosure as provided under Section 51.002 of the Property Code of the State of Texas. Each such OWNER designates the President of the DECLARANT, or the party he shall designate in writing, as trustee, hereby granting to said President, or his duly appointed designee, Trustee, a Power of Sale in connection with said lien. The lien provided for in this Section shall be in favor of the DECLARANT. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

#### **SECTION 4.8 SUBORDINATION OF THE LIEN TO PURCHASE MONEY LIENS**

The lien for the assessment provided for herein shall be subordinate to any purchase money liens. Sale or transfer of any lot shall not affect the assessment lien.

#### **SECTION 4.9 INSURANCE**

DECLARANT has and will continue to carry blanket property replacement cost insurance to insure the buildings and structures in the Common Area and the DECLARANT against risks and loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance shall include coverage against vandalism.

DECLARANT has and will continue to carry comprehensive public liability insurance in such limits as it shall deem desirable, insuring the DECLARANT, agents and employees and each OWNER, from and against liability in connection with the Common Area.

Each OWNER shall be responsible, at his own expense and cost, for his own personal insurance on the Modular Home, Mobile Home, Frame Home or RV, and contents therein, garage and his additions and improvements thereto, including decorations, furnishings, and personal property therein, and his personal property stored elsewhere on the Properties, and for his personal liability.

### **ARTICLE V ARCHITECTURAL CONTROL COMMITTEE**

The Architectural Control Committee shall consist of three (3) members to be appointed by the Board of Directors and two (2) alternates, to be appointed by the Architectural Control Committee and approved by the Board of Directors, for a term of two (2) years. Their duties and responsibilities will be to see that all improvements and buildings in the subdivision are in accordance with the codes and restrictions of the Covenants.

Any lot owner desiring to place improvements upon lots, covered by this Declaration, shall submit plans, specifications and detailed descriptions of the location of such proposed improvements and their method of installation (plans), along with the name of the contractor or company (if any) making these improvements, to the Architectural Control Committee for their written approval, and obtain the required City Building Permit before any such improvements may be started. THE ARCHITECTURAL CONTROL COMMITTEE BUILDING CONDITIONS AND IMPROVEMENT REGULATIONS attached as EXHIBIT "B" hereto shall be and become a part hereof with full force and effect.

The Architectural Control Committee shall be required to meet once each month, or as often as necessary, to adequately take care of any pending business that should require their approval. It takes a minimum of three (3) members of the Architectural Control Committee to approve any and all plans or requests received. In the absence of three (3) members of the Architectural Control Committee needed to authorize or approve any improvements or changes, S.E.P.O. Board Members may act in their stead. It will be the responsibility of the Chairman of the Architectural Control Committee to furnish the S.E.P.O. Board President an up-to-date report each month of all business before the Architectural Control Committee since the last S.E.P.O. board meeting.

## **ARTICLE VI**

### **USE RESTRICTIONS**

The lots and Common Area shall be occupied and used as follows:

#### **SECTION 6.1 SENIOR CITIZEN RESIDENTIAL USE**

Owners intend to operate the properties as housing for persons 55 years of age or older. Therefore, each occupied residence in the subdivision shall be occupied by at least one person 55 years of age or older. A resident whose spouse has died, however, may continue to reside in the subdivision even though he or she is not 55 years of age.

Any person acquiring an interest through inheritance must be 55 years of age or older to reside in the property. Anyone planning to reside in any property located within the subdivision must provide proof of age that will be kept on file in the business office of SEPO.

No one under the age of 18 years shall be allowed to reside in any residence located within the subdivision. This shall include children born to or adopted by residents.

Residency shall be deemed to be occupancy of a property in excess of one (1) month.

No Owner shall occupy or use his lot, home, or outbuildings, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his/her family, guests or tenants.

#### **SECTION 6.2 MINIMUM SIZE, AGE, ETC.**

Upon any change in ownership as recorded in the Official Records of Cameron County, Texas, as to lots 20 through 31, inclusive in Block B, and lots numbered 1 through 9 inclusive, Block D, when any of these properties are sold, the new recorded owner will be governed by the restrictions in place under SECTION 6.2 OF ARTICLE VI.

Only new mobile homes may be placed on any lot. No single-wide mobile home having a width of less than fourteen feet (14'), nor a length less than forty-four feet (44'), nor a double-wide mobile home having a width of less than twenty-four feet (24'), nor a length less than thirty-six feet (36'), exclusive of open porches, breezeways, carport and garages, shall be erected, placed or maintained on a lot. No more than one home shall be placed on any one lot. No structures of any kind may be placed or commenced on any lot without the prior approval, in writing, of the Architectural Control Committee.

All structures located on lots 40' x 60' must have at least 560 square feet of livable floor space. All structures located on lots 50' x 80', or larger, must have a minimum of 728 square feet of livable floor space. Any exception to these requirements must be approved by the Architectural Control Committee and the S.E.P.O Board of Directors.

All mobile homes shall be tied down and have skirting installed within ninety (90) days of being placed on a lot, and the bottom edge of the home must be no higher than twenty-four inches (24") above ground at the highest point, nor closer than twelve inches (12") above the curb lines.

The owner must keep in good condition and repair, all structures located on his lot at all times. Failure to do so will be regarded as a direct violation of these covenants.

### **SECTION 6.3 TEMPORARY STRUCTURES**

No structures of a temporary character, basement, tent, shack, barn, servants' quarters or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

### **SECTION 6.4 STORAGE**

No boat, boat or utility trailer, recreational equipment (with the exception of golf carts), or heavy equipment shall be stored on any lot, unless same is contained within the confines of a closed storage structure.

An RV may be parked on any street, no closer than fifty (50) feet to an intersection, when possible, or on a driveway for the purpose of loading, unloading, and service for a period of up to three (3) days. An extension of parking time may be submitted in writing to S.E.P.O for approval.

### **SECTION 6.5 PLACEMENT**

No Home, RV, permanent structure or outbuildings shall be located on any lot nearer than ten feet (10') to any side street property line or nearer than five feet (5') to an interior property line or nearer than five feet (5') to the rear property line.

### **SECTION 6.6 OFF STREET PARKING**

Each OWNER shall within ninety (90) days or upon actual occupancy of the subject lot, whichever date occurs first after a Home or RV is placed on a lot, provide concrete driveway and parking facilities for off-street parking.

## **SECTION 6.7 NUISANCES**

No noxious or offensive activity shall be carried on upon any lot or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other OWNERS. No firearms (including BB guns or air guns) shall be discharged, no repair work, dismantling or assembling of motor vehicles, boats, trailers, or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the Common Area. Light tune-ups or “tinkering” is permitted on OWNER’S driveway, if not objectionable to neighbors. With the exception of those lots on which Rvs are allowed, and with the exception for use with gas grills, no propane shall be permitted within the Properties.

## **SECTION 6.8 SIGNS**

In the event an owner elects to offer his/her property for sale or rent, it is permissible to place one sign at the front of his/her property, and also to place one sign at the rear of his/her property. These signs can be either single sided or two sided signs, but no larger than one hundred forty-four (144) square inches in size.

Any sign not meeting these requirements will be regarded as being in violation of these Covenants, and the property owner will be required to remove the sign or signs.

## **SECTION 6.9 OIL AND MINING OPERATIONS**

No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

## **SECTION 6.10 PETS**

No more than two (2) dogs, cats or other household pets may be kept and in no event shall they become a nuisance. All pets are to be maintained and controlled as outlined in rules published by DECLARANT. All pets must be kept on a leash when not confined to OWNERS’ lot.

## **SECTION 6.11 OBSTRUCTION OF SIGHT LINES**

No fence, wall, or hedge shall be built or maintained nearer than ten feet (10’) to the front curb line of any lot or side curb line on corner lots. An exception shall be made in the case of retaining walls of not over twelve inches (12”) above the ground. No fence, wall or hedge or shrub planting which obstructs sight line shall be placed or permitted to remain on any corner lot. All fences shall be approved by the Architectural Control Committee prior to construction.

## **SECTION 6.12 OWNER’S MAINTENANCE OF EQUIPMENT & UTILITY LINES**

The OWNER shall maintain and keep in repair the following equipment and utility lines located outside his/her Home or RV and situated on OWNER’S Lot.

- (a) all sanitary sewer lines and connections, and all electrical power service line and conductors
- (b) waterlines
- (c) electrical breakers
- (d) natural gas fuel lines



### **SECTION 6.13 OWNER'S MAINTENANCE OF YARD**

The OWNER shall keep and maintain his/her yard in good condition and will keep the grass cut and not allow an excessive amount of weeds or undergrowth to grow on the lot.

In the event the OWNER should fail to keep this condition and covenant, the DECLARANT is hereby authorized to have the grass cut on the OWNER'S lot and the OWNER agrees to reimburse the DECLARANT for the cost thereof.

### **SECTION 6.14 INFRINGEMENT**

An OWNER shall do no act nor work that will impair the structural soundness or integrity of another Home or RV, or impair any easement nor do any act nor allow any condition to exist which will adversely affect the OWNERS of other Homes or Rvs.

## **ARTICLE VII**

### **EASEMENTS**

#### **SECTION 7.1 CONSTRUCTION**

Each Lot and the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs of existing utility lines, streets, common area improvements and the like, as designed or constructed by the DECLARANT. A valid easement for said encroachments and for the maintenance of the same as long as it stands, shall and does exist.

## **ARTICLE VIII**

### **MANAGEMENT OF PROPERTIES**

#### **SECTION 8.1**

DECLARANT shall have responsibility and authorization to prescribe Rules and Regulations covering the use of the Common Areas, streets, utilities and any other portions of the properties and to collect fees and fix assessments. All rules and regulations prescribed shall be mailed or hand delivered to OWNERS.

#### **SECTION 8.2**

The golf course shall continue to be operated as such unless ninety percent (90%) of lot OWNERS vote to discontinue it.

#### **SECTION 8.3**

THE PROPERTY OWNERS ASSOCIATION shall consist of a Nonprofit corporation which shall be formed according to corporate bylaws and regulations to be adopted by a majority of the lot OWNERS with the OWNER or OWNERS entitled to one (1) vote for each lot owned.

## **ARTICLE IX**

## **GENERAL PROVISIONS**

### **SECTION 9.1 ENFORCEMENT**

The DECLARANT or any OWNER shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and changes now or thereafter imposed by the provisions of this Declaration. Failure by the DECLARANT or any OWNER to enforce any covenant or restriction herein contained shall in no effect be deemed a waiver of the right to do so thereafter.

### **SECTION 9.2 SEVERABILITY**

Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provision which shall remain in full force and effect.

### **SECTION 9.3 AMENDMENT**

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this instrument is RECORDED in the Volume and page of the named RECORDS of Cameron County, Texas. This DECLARATION may be amended by an instrument approved by a vote of the OWNERS of not less than sixty-six percent (66%) of the lots owned by OWNERS, with each OWNER entitled to one (1) vote for each lot owned. Any amendment must be recorded in the Official Records of Cameron County, Texas, before such amendment shall have any force and effect. The term of said declaration and the amendments thereto shall be extended for an additional 20 years, to expire on January 8, 2041.

**SUNSHINE COUNTRY CLUB ESTATES, INC.**

IN WITNESS WHEREOF, the undersigned, being the DECLARANT and the OWNERS' elected representatives of at least sixty-six percent (66%) of the lots, have hereunto set their hand this 20<sup>th</sup> day of February, 2018.

By: Jean Lawrence, SEPO President

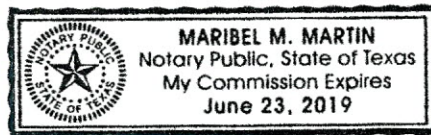
Jean Lawrence

By: Richard Parrish, SEPO Secretary

Richard Parrish

THE STATE OF TEXAS   )  
  )  
COUNTY OF CAMERON   )

This instrument was acknowledged before me on March 8, 2018 by Jean Lawrence, President, Richard Parrish, Secretary of Sunshine Country Club Estates, Inc., a Texas Corporation, on behalf of said Corporation.



Maribel M. Martin

Original Jan. 08, 1981  
Revised Sept. 15, 1982  
Revised Jan. 03, 1986  
Section 2.3 Amended Jan. 08, 1991  
Section 4.7 Amended Jan. 08, 1991  
Section 9.3 Amended Jan. 08, 1991  
Section 6.4 Amended Feb. 21, 1995  
Article V Amended Feb. 20, 1996  
Section 6.2 Amended Feb. 20, 1996  
Section 6.8 Amended Feb. 20, 1996  
Article I Amended Dec. 09, 1996  
Section 4.5 Amended Dec. 09, 1996  
Section 6.1 Amended Dec. 09, 1996  
Notarized of Approval of Dec. 9, 1996

Amendments filed March 1997  
Revised Feb. 15, 2000  
Revised Feb. 17, 2004  
Revised Feb. 21, 2006  
Reprinted Feb. 15, 2011  
Revised Feb. 18, 2014  
Revised Mar. 1, 2018

## **EXHIBIT “A”**

**TRACT 1** SUNSHINE COUNTRY CLUB ESTATES UNIT 1, according to map recorded in Cabinet 1, Page 24-B of the Map Records of Cameron County, Texas, save and except that port of BB which; is greater than 12 feet from the South edge of Texas Avenue.

**TRACT 11** SUNSHINE COUNTRY CLUB ESTATES UNIT 2, according to map recorded in Cabinet 1, Page 310-A of the Map Records of Cameron County, Texas.

**TRACT III** SUNSHINE COUNTRY CLUB ESTATES UNIT 3, according to map recorded in Cabinet 1, page 484-A of the Map Records of Cameron County, Texas.

**TRACT IV** SUNSHINE COUNTRY CLUB ESTATES RESUBDIVISION OF LOTS 25 THROUGH 27 AND LOTS 29 THROUGH 34, Block “A” AND LOTS 3 THROUGH 8, BLOCK “G”, Sunshine Country Club Estates, Recorded in Cabinet 1, slot 902-A of the Map Records of Cameron County, Texas.

**ARCHITECTURAL CONTROL COMMITTEE  
Building Conditions and Improvement Regulations**

Article V of The Extension and Amendment Of The Declaration Of Covenants, Conditions And Restrictions Of Sunshine Country Club Estates Units 1, 2, 3, Cameron County, Texas “A Senior Housing Community” in essence states.....Any lot owner desiring to build or improve upon lots covered by said Amended Declaration of Covenants shall submit plans, specifications and detailed description of the location of such proposed improvements and the method of installation (plans) to the Architectural Control Committee. No work shall be commenced until such time as such approval in writing is obtained. Plans shall be approved by no less than three (3) members of the Architectural Control Committee. The Architectural Control Committee has been charged with the authority and duty to approve only such plans that meet the requirements and maintain the dignity and decorum of the lot owners and residents of Sunshine Country Club Estates. To better understand and clarify these requirements, the following regulations have been adopted by the Architectural Control Committee:

1. Plans shall contain specifications showing nature, kind, shape, height, materials, color and location of building or improvements and shall be submitted on the form provided. Any proposed change of existing outside color schemes must be approved in advance, prior to beginning such work.
2. All permanent structures or outbuildings shall be ten (10) feet back from front and side streets and five (5) feet from interior or rear property lines.
3. All buildings and improvements shall be single story and nine (9) feet to the top of the plate shall be the maximum. The structure shall be no more than thirty (30) feet from the ground at its highest peak.
4. Homes shall have a gabled or hip roof with a 4-12 maximum roof pitch. The use of any material other than composition shingles on roofs must have the approval of the Architectural Control Committee. Steel roofs are allowed but must be approved by the Architectural Control Committee and must be constructed by a professional installer.
5. Any eave overhang shall be limited to 18 inches over setback.
6. Only new mobile homes may be placed on a lot.
7. Only one home shall be placed on any one lot.
8. No single wide mobile home having a width of less than fourteen (14) feet, nor a length of less than forty-four (44) feet shall be placed on a lot.
9. No double wide mobile home having a width of less than twenty-four (24) feet, nor a length of less than thirty-six (36) feet shall be placed on a lot.
10. Homes located on lots 40 feet by 60 feet or smaller must have at least 560 square feet of livable floor space.
11. Homes located on lots 50 feet by 80 feet or larger must have a minimum of 728 square feet of livable floor space.

12. The bottom edge of mobile homes shall be no higher than twenty-four (24) inches above ground at the highest point, nor lower than twelve (12) inches above curb top.
13. Custom homes and mobile homes must be enclosed from bottom of home to ground within ninety days after home is placed on lot.
14. No structures of a temporary character, basement, tent, shack, barn, servants' quarters or other outbuildings shall be used on any lot at any time as living quarters.
15. Each owner shall, within ninety days after a home is placed on a lot and occupied, provide concrete parking facilities for off-street parking for owner's vehicles.
16. No fence, wall or hedge shall be built or maintained nearer than ten (10) feet to the front curb line of any lot, or side curb line on corner lots. An exception shall be retaining walls of not over twelve inches above the ground.
17. No fence, wall or hedge or shrub planting which obstructs sight lines shall be placed or permitted on corner lots.
18. All fences shall be approved prior to construction.
19. No lot owner shall impair any easement. No fences, walls or improvements shall be built or constructed on any easement. Sidewalks, patios or landscaping constructed on easements must have Architectural Control Committee approval prior to construction. If concrete patios or sidewalks are approved, the lot owner shall assume liability for the cost of removing the concrete when necessary to repair, remove or install any electric, water or communication lines or cables. This liability shall be passed on and assumed by any future owners for as long as it exists. To avoid this problem, the lot owner is urged to use patio blocks or bricks that are easily removed. Lots on the perimeter of the Estates are required to stay back six (6) inches from rear lot line to allow for any future fencing.
20. Residential storage buildings must be attached to the home and have the same siding as on the home.
21. Owners of homes on lots contiguous to the golf course that have St. Augustine or Floratam grass must keep their grass from creeping onto the golf course. This may be accomplished by setting a one inch by eight inch board on its edge which is six inches deep into the soil on the lot line, then nailing a decorative log on the inside of the one by eight board. Other grass control methods may be used if submitted and approved prior to installation.
22. For orderly and safe arrangement of storage buildings in the RV Storage Area, the maximum size of the building shall be no larger than ten (10) feet by ten (10) feet and side walls a maximum height of eight (8) feet and from the skid deck to the peak must be no more than twelve (12) feet. They must have a gable roof with no more than 5 on 12 pitch, painted or color fast sheet metal sidewalls, a sheet metal or asphalt shingle roof, wood floor on skids, 2" x 4" frame. Color must be earth tones of tan, brown or gray (Chaparral or Morgan Style Prefabs are acceptable). There must be at least two tie downs on opposite corners of the skids of driven reinforcing steel rod or screw type 3/8" in length. Buildings must be at least five feet from the rear line and there must be sufficient walk space between the buildings.
23. Any lot owner may request a variance to the rules and regulations contained herein. Such request must be

made in writing to the Architectural Control Committee and will be reviewed by the Committee for a decision.

24. Any lot owner wishing to appeal a decision of the Architectural Control Committee must request, in writing, a hearing before the full Architectural Control Committee. Further appeal must be in writing to the Board of Directors of Sunshine Estates Property Owners. Any decision made upon hearing the appeal by the Board of Directors shall be final.
25. Any action of noncompliance to these Building Conditions and Improvement Regulations shall be submitted to the Board of Directors by the Architectural Control Committee setting forth the violation with at least three signatures of the Committee. The Board of Directors will review and take necessary action.

These Guidelines shall be and become a part of the Extension and Amendment Of The Declaration of Covenants, Conditions And Restrictions Of Sunshine Country Club Estates Units 1,2,3, Cameron County, Texas "A Senior Housing Community" and may be amended in accordance with SECTION 9.3 thereof.

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