

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.

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.