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Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

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RESTRICTIONS

*****Examined and Charged as Follows*****

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Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
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STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
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Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MILANOS ESTATES PHASE I SUBDIVISION**

DATE: JULY 28, 2023

OWNER & DEVELOPER: GARVIC PROPERTIES, L.P.
P. O. BOX 2605
EDINBURG, TEXAS 78540

PROPERTY: All of MILANOS ESTATES PHASE I SUBDIVISION, Hidalgo County, Texas, according to the plat of said MILANOS ESTATES PHASE I SUBDIVISION, recorded as document number 3467318, Map Records of Hidalgo County, Texas.

OWNER & DEVELOPER: GARVIC PROPERTIES, L.P. TO PRESERVE THE VALUE AND INTEGRITY OF ALL LOTS IN MILANOS ESTATES PHASE I SUBDIVISION, DOES HEREBY ADOPT AND IMPRESS THE FOLLOWING RESTRICTIVE COVENANTS UPON THE SUBDIVISION:

These Restrictive Covenants shall also restrict all lots resulting from a re-subdivision of one or more lots in the Subdivision. The word "Subdivision" shall include such re-subdivided lots. Developer may assign its rights related to these covenants & restrictions.

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, restrictions, 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 or deed):

SUBDIVISION RESTRICTIONS

1. USE.

- A. Residential Use.** Except as stated in this paragraph, all lots and the improvements thereon shall be used for private residential purposes only. There shall be only one residential building on each residential lot. "Residential use" means single-family residential uses. If lot owner desires anything different, lot owner must obtain prior written approval from Hidalgo County Planning & Health Department, the Hidalgo County Fire Marshall, and Developer or his Agent. Any and all utility upgrades required for such use shall be at lot owner's sole expense. Notwithstanding the above,

Developer or his Agent, in its sole and absolute discretion, may designate one or more lots to be used as a park or other social service purpose by recording an amendment of these Restrictive Covenants in the manner permitted herein.

B. Commercial Use.

1. Lots 1 to 12 may be used for commercial business use and/or as a permanent single-family residence, either one or the other and can be both if permitted and allowed by the Hidalgo County Planning Department.
2. All commercial use requires that the lot owner obtain prior written approval from the Hidalgo County Planning, Hidalgo County Health Department, the Hidalgo County Fire Marshall, and Developer or his Agent. Any and all utility upgrades required for such use shall be at lot owner's sole expense. All commercial structures must be completely and fully operational prior to initiating any business dealings. Any billboard advertising other than for the business that is operating on the lot must first have written approval from Developer or his Agent. Developer or his Agent may designate any lot for a temporary construction and lot sales office.

C. Prohibited Uses. Use of the Property for a topless or nude bar, topless or nude restaurant, and/or topless or nude drive-thru is prohibited. Use of the Property for adult (sexually oriented) bookstores or adult video sales or rentals is prohibited. Use of the property for any illegal purpose is prohibited. Use of the Property for auto or metal salvage yards is prohibited. Use of the property for new or used tire sales, rental, exchange or repair is prohibited.

2. STRUCTURES.

A. No more than one single-family residence or mobile home per lot is permitted. No structure, building or house may be moved onto or constructed on any lot until the owner of the lot has obtained prior written consent from Developer or his Agent and a building permit from Hidalgo County. Developer or his Agent may grant or withhold such consent at Developer or his Agent's sole discretion. If lot owner moves onto or builds a structure on a lot without complying with these Restrictive Covenants or if any structure deemed **unacceptable** by developer, lot owner must remove structure from lot within **10** days of demand at lot owner's expense. No building or mobile home may be occupied until connected to electricity services.

B. All lots shall be subject to the minimum building set back requirements and easements shown in the General Notes on the subdivision plat.

C. All structures constructed on the Property, shall be built of (a) concrete block, (b) brick, (c) brick veneer, or (d) frame construction. All structures shall contain only new materials, contain a minimum of 400 square feet exclusive of garages, porches and overhangs, and may not be occupied until structure is completely finished. Any new home that is not on a concrete slab must be properly tied down and must be skirted on all sides prior to home being occupied.

D. All structures moved onto lots must be functionally and structurally sound, **meaning:** roofing, siding, windows, doors are in excellent condition and the home is painted in

coordinated colors. All roofing materials must be of one color.

E. Any structure that is not on a concrete slab shall be properly tied down and shall be skirted on all sides. All dwellings must have properly installed and working electricity, water, sewage, roof, doors and windows **prior to occupancy**. All cosmetic improvements to structures, such as painting, skirting, etc., must be completed **within 30 days** of occupancy. Developer or his Agent may at his own and absolute discretion grant written approval to override these restrictions.

F. No school bus of any kind shall ever be occupied as a residence on any lot in the Subdivision.

G. **Lots 1-82 may contain:**

1. Mobile homes no older than 10 years, no less than 400 square feet and in excellent condition.
2. Within this subdivision, travel trailers are strictly prohibited, ensuring they shall neither occupy any lots nor be parked on any streets.
3. Homes built on-site must contain of all new materials.
4. Homes moved onsite must be in excellent condition at the sole discretion of the Developer or his Agent.
5. All structures on these lots shall be a minimum of 400 square feet exclusive of garages porches and overhangs, and may not be occupied until structure is completely finished. Cosmetic improvements, such as skirting, painting etc., must be completed 30 days after occupancy.

3. **SEWERAGE.**

A. No outside toilets will be permitted on any lot in the Property. No building or mobile home which does not contain a functioning bathroom may be occupied. No structure shall be occupied until water and electricity is connected. No building or mobile home may be occupied until connected to City of Weslaco sewerage disposal system. All additions or upgrades to sewer system shall be at the expense of each lot owner.

B. Sewer Tap, and Water: Meter shall become fixtures attached to and transferred with the property. These fixtures shall be used and maintained by the lot owner in strict compliance with applicable Federal, State, County and City laws and/or requirements.

4. **GARBAGE AND TRASH DISPOSAL.** No lot shall be used as a dumping ground for rubbish or anything else. Trash, garbage, and other waste shall be kept in closed sanitary containers and removed in a proper and timely manner. Burning trash is not permitted on any lot. No hazardous or toxic materials are allowed in the Subdivision at any time. No trash, rubbish, or garbage shall be allowed to accumulate on any lot other than in sanitary containers awaiting removal. Containers for storage and disposal of such materials shall be kept in a clean and sanitary condition.

5. **ELECTRICAL.** Every structure should be hooked up to its own electric service. Sharing electricity with neighboring properties or adjacent properties is strictly prohibited.

Electrical lines or electrical cords above ground from lot to lot or crossing the street to an adjacent property are prohibited.

6. **UNSIGHTLY STORAGE.** No more than 3 vehicles shall be allowed on each lot unless the lot owner has obtained the written permission of Developer or his Agent to have more than 3 on a lot. No vehicle shall be kept or stored on any lots or driveways, unless such vehicles are in running condition. All inoperable vehicles shall be kept in enclosed garages or storage facilities protected from the view of the public or other residents of the Property. No tractor-trailer rigs (so called "18-wheelers") may be parked on any street or on any lot in the Subdivision at any time except for delivery or pickup of household items. No toxic or hazardous materials may be stored on any lot or be in any storage tank within the subdivision at any time. No building materials shall be stored on a lot except during construction of a dwelling. No unsightly trailers, debris, junk cars, automobile parts, appliances, machinery, building materials, or the like shall be kept or stored outside. If any owner of lot violates this provision, Developer or his Agent may, **but shall not be required to,** enter onto such owner's lot and remove such eyesore after giving written notice to such lot owner by certified mail, return receipt requested. If the lot owner fails to remove such eyesore as required in this paragraph within 10 days after the date of notice, Developer or his Agent may do so and charge the lot owner its actual expense incurred in removing such eyesore for each time that the Developer or his Agent does so. Developer or his Agent shall have a lien on each lot to secure payment of such expenses. Such lien shall be superior to all other liens except a valid lien which secures part or all of the purchase price of the lot and/or construction or improvement of the residence located on the lot. Developer or his Agent is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The owners of the lots expressly grant to Developer or his Agent a power of sale, through a trustee designated in writing by Developer or his Agent, in connection with such liens.

7. **ANIMALS.**

A. No horses, cattle, poultry, pigs, hogs, livestock, sheep, goats, and other common barnyard animals shall not be allowed of any kind (other than house pets) may be kept on any lots.

B. House pets when not kept inside the residence upon any lot shall be leashed or confined, and shall not, under any circumstances, be permitted to run at large within the Subdivision. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any lot. No commercial swine operation allowed.

8. **GRASS AND WEEDS.**

A. The owner of each lot shall keep grass, weeds, and vegetation trimmed or cut so that the same shall not become a public nuisance. For the purpose of these restrictive covenants, "a public nuisance" shall be deemed any grass, weeds and vegetation taller than 12 inches. If the owner of a lot fails to do so, Developer or his Agent may, **but is not required to,** send written notice to the lot owner at their address of record at time of such default. The owner of a lot will have 10 days after the date of the notice to cure default. If the owner of a lot fails to do so, Developer or his Agent may, **but is not required to,** enter onto the owner's lot to mow, trim, and/or shed such vegetation. Developer or his Agent will charge the lot owner a minimum of \$250.00 and at a price commensurate with the lot condition for each time that the Developer or

his Agent does so. Developer or his Agent shall have a lien on each lot to secure payment of the fee for mowing and trimming the lot. Such lien shall be superior to other liens except a valid lien which secures part or all of the purchase price of the lot and/or construction or improvement of the residence located on the lot. Developer or his Agent is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The owners of lot expressly grant to Developer or his Agent a power of sale, through a trustee designated in writing by Developer or his Agent, in connection with such liens. Lot owners are required to cut and maintain right of way (R.O.W.) in front or side portion of their lot i.e., from the property lot line to back of curb.

9. **NUISANCES.** No noxious or offensive activity shall be carried on or maintained on any part of the Property, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

10. **DISCHARGE OF FIREARMS.** Discharge of firearms is not permitted on any part of the Property at any time.

11. **EASEMENTS, ETC.** No building may be moved or constructed over any easement (i.e., gas utility lines, swale easements, utility easements).

12. **CURBING.** All concrete curb cuts for driveways, walkways, or any other use, must be constructed in a neat and professional manner, subject to the Developer or his Agent's approval. No impediment of curb/gutter function and/or waterflow is permitted.

13. **COVENANTS RUNNING WITH THE LAND.** All of the restrictions, covenants and easements herein provided for and adopted apply to each and every lot and shall be covenants running with the land. Developer or his Agent and its assigns shall have the right but not the obligation, to enforce observance and performance of same, and shall have the right, in addition to legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the Property affected shall likewise have the right but not the obligation, either to prevent a breach of any such restriction or covenant or to enforce the performance thereof. In the event of such a breach or violation of any lot the covenants, conditions, reservations, or restrictions herein contained making it necessary for any person entitled by the terms hereof to take action by reason of such breach necessitating the employment of counsel and/or court costs, then, if such action be successful, all costs and attorney's fees so incurred shall be paid by the owner of the lot or lots in connection with which the breach occurred.

14. **PARTIAL INVALIDITY.** Invalidation of any provision hereof (by court judgment or otherwise) shall not affect in any way the validity of all other provisions hereof, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer or his Agent shall have the right to enter the Property of the violator and correct the violation, or to require that same to be corrected.

15. **DURATION OF RESTRICTIONS.**

A. The restrictions and covenants herein provided for and adopted shall remain in full force and effect until July 25, 2053.

B. At the end of the term provided in 15(a) above, and at the of each 10 year extension herein provided, the restrictions and covenants herein provided for shall be automatically renewed and extended for succeeding periods of 10 years such, unless within 6 months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by the owners of a majority of the lots in the Subdivision and shall have been recorded in the Office of County Clerk of Hidalgo County, Texas agreeing to change said restrictions and covenants in whole or part or to terminate the same.

C. Notwithstanding the preceding two paragraphs, these Restrictive Covenants may be terminated or amended by Developer or his Agent so long as Developer or his Agent has title to one of lots in the Subdivision. No amendment by Developer or his Agent shall be effective until Developer or his Agent has recorded an instrument executed and acknowledged by Developer or his Agent setting forth the amendment in the Official Records of Hidalgo County, Texas.

EXECUTED on July 28, 2023

By: *Victor Daniec*

Victor John Daniec President,
Garvic Management, Inc.
Its Sole General Partner

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on July 28, 2023 by Victor John Daniec, President of Garvic Management Inc. on behalf of said Limited Partnership.

Adriana Rodriguez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
GARVIC PROPERTIES, L.P.
P. O. BOX 2605
EDINBURG, TX 78540

