

Doc-3499721

Hidalgo County
Arturo Guajardo Jr.
County Clerk
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Document No: 3499721

Billable Pages: 7

Recorded On: November 14, 2023 03:05 PM

Number of Pages: 8

DECLARATION

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

Total Recording: \$ 60.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

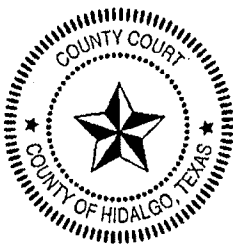
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Document No: 3499721
Receipt No: 20231114000299
Recorded On: November 14, 2023 03:05 PM
Deputy Clerk: Erika Gonzalez
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STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

**DECLARATION OF RESTRICTIVE COVENANTS FOR
RIO RICO RANCHETTES NO. 3
HIDALGO COUNTY, TEXAS**

Basic Information

Effective Date: November 13, 2023

Declarant: RIO RICO DEVELOPERS, LLC, a Texas limited liability company

Declarant's Address: RIO RICO DEVELOPERS, LLC
324 W. 3rd Street
Mercedes, Texas 78570

Property: Lots 1 through 51 of Rio Rico Ranchettes No. 3, Hidalgo County, Texas, according to the map or plat thereof recorded under Clerk's Document No. 3488644, Map Records of Hidalgo County, Texas.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration or in the recorded Plat.

"Declarant" means RIO RICO DEVELOPERS, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in County Clerk File No. 3488644 of the Map Records of Hidalgo County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a fence, wall, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck (other than any/either portion of a tractor-trailer rig, commonly referred to as an "18-wheeler"), motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants and to the restrictions set out in the Plat.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -
- a. any activity that is otherwise prohibited by this Declaration;
 - b. any illegal activity;
 - c. any nuisance or noxious or offensive activity;
 - d. discharge of firearms;
 - e. any dumping of trash or rubbish;
 - f. burning of trash or rubbish;
 - g. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. hazardous or toxic materials;
 - iii. vehicles, except vehicles in a garage or Structure, or operable automobiles on a driveway (but in no event more than three (3) such vehicles); or
 - iv. unsightly objects (including but not limited to tires, appliances, bedding, pallets, metal or other household or commercial items), unless completely contained within or shielded by a Structure;
 - h. parking of more than one tractor-trailer rig (or portion thereof) on a Lot, or parking any tractor-trailer rig on any street (except temporarily during deliveries to a Lot);
 - i. any exploration for or extraction of minerals;
 - j. any commercial or professional activity except reasonable home office use;
 - k. interfering with a drainage pattern or the natural flow of surface water, including but not limited to modifying or restricting a drainage area in any way, including the roadside ditch & driveway culvert pipes, and cannot fill-in a drainage area with soil, rock, concrete or trash;
 - l. maintenance or use of an outside toilet, or occupying a Residence that is not connected to a sewerage disposal system;

- m. occupying a Structure that does not comply with the construction standards of a Residence (including but not limited to occupying a recreational vehicle or travel trailer as a dwelling);
- n. removal of dirt from any lot is prohibited except as necessary for the landscaping or approved construction or improvements thereon; and
- o. keeping any horses, cows, poultry or livestock of any kind on any Lot that is less than one (1) acre in size, keeping any livestock tethered in the front yard of a Lot, or keeping any pigs or hogs on a Lot of any size; no kennel or other facility for raising or breeding or boarding animals (of any kind) is allowed; household pets are allowed, but only if leashed, penned, fenced or kept inside of a Residence or Structure and not allowed to be at large within the Subdivision.

D. Construction and Maintenance Standards

1. *Lots*

a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.

b. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. Trash, garbage and other waste shall be kept in closed sanitary containers and removed in a proper and timely manner. Containers for storage and disposal of such materials shall be kept in a clean and sanitary condition. The Owner will also maintain the driveway culverts and keep the culverts free of obstruction.

c. *Mowing.* The Owner shall keep all grass, weeds and vegetation on their Lot (including the roadside ditch in front of or to the side of the Lot) mowed and trimmed so that the Lot will not be unsightly and/or a public nuisance. If the owner of a lot fails to do so, Developer, or its agent may, but is not required to, mow, trim, and/or shred such vegetation without notice. Developer, or its Agent may go onto the property and mow/clean and charge the lot owner a fee of not less than \$250.00 plus any third-party fees or amount commensurate to the condition of the lot for each time that the Developer, or its Agent mows, trims, and/or shreds the lot. If Developer, or its Agent, incurs additional costs for disposal of trash or debris, Developer, or its Agent, may charge the lot owner the amount of real expenses plus 5% administration fee. Developer, or its Agent shall have a lien on each lot to secure payment of the fee for mowing and trimming the lot and/or trash and debris disposal. 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 its Agent, is authorized to enforce the lien through any available remedy, including non-judicial foreclosure pursuant to Texas Property Code 51.002. The owners of lots expressly grant to Developer, or its Agent, a power of sale, through a trustee

designated in writing by Developer or its Agent, in connection with such liens.

d. *Driveways.* The Declarant has provided one driveway, with culvert, for each Lot. Lots that are no less than one (1) acre in size can request the permission from the Declarant to construct a second driveway, subject to the approval of the Declarant, which may be granted on a case-by-case basis in the Declarant's sole discretion.

2. *Residences and Structures*

a. *Maximum Height.* The maximum height of a Residence is two (2) stories.

b. *Required Area.* The total area of a Residence, exclusive of porches, overhands, garages or carports, must be at least 800 square feet.

c. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 90 days and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 120 days and the Lot restored to a clean and attractive condition.

d. *Landscaping.* Landscaping must be installed within 30 days after occupancy.

e. *Prior Approval.* Until December 31, 2033, no Residence or Structure may be moved onto or constructed on any Lot until the Owner has delivered a photograph of the Structure or Residence to the Declarant (or its agent) and obtained prior written approval from Declarant (or its Agent), who may grant or withhold such approval at Declarant's (or its Agent's) sole discretion. If an Owner fails to obtain Declarant's written approval before moving the Structure or Residence onto the Lot, Declarant has the right to require the Owner remove the unapproved Structure or Residence at the Owner's expense.

3. *Building Materials and Restrictions for Residences and Structures*

a. *Manufactured Homes.* No manufactured home may be placed on any Lot for which the manufacturer's certificate of origin was first issued earlier than five (5) years before the date such manufactured home is placed on the said Lot. A manufactured home used as a residence shall be permanently installed with axles removed, skirting installed and shall be tied down with anchors.

b. *New Materials; Completion.* Any Residence or Structure that is constructed onsite, or constructed offsite and moved onto a Lot (other than a manufactured home otherwise meeting the requirements of these Covenants), must be constructed of new materials. Construction of each Residence or Structure must be completed within 180 days of commencement of construction.

Completion of all cosmetic improvements, including painting and skirting shall be completed within thirty (30) days of occupancy.

E. General Provisions

1. *Term.* This Declaration runs with the land and is binding in full force until January 1, 2054. The term shall automatically be renewed and extended for successive terms of twenty (20) years each, unless within six (6) months before the end of a term fifty-one percent (51%) of the Owners vote not to extend the term, and sign and record an instrument in the official property records of Hidalgo County, Texas, agreeing to terminate the Covenants.

2. *No Waiver.* Failure by Declarant or an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration by recording an instrument of correction in the official property records of Hidalgo County, Texas.

4. *Amendment.* As long as Declarant has title to or a lien on any Lot in the Subdivision, Declarant may amend this Declaration in its sole discretion. No amendment shall be effective until and unless the amendment is signed and recorded in the official property records of Hidalgo County, Texas. After Declarant no longer has title to or a lien on any Lot in the Subdivision, this Declaration may be amended at any time by the affirmative vote of sixty-seven percent (67%) of the Owners, but such amendment shall not be effective until and unless the requisite percentage of Owners sign and record an instrument in the official property records of Hidalgo County, Texas, agreeing to amend the Covenants.

5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

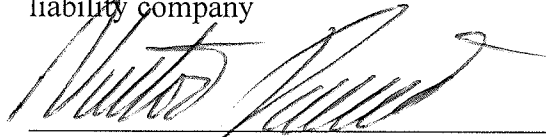
7. *Enforcement.* The Covenants may be enforced by Declarant and by any Owner of a Lot in the Subdivision by all legal and equitable remedies, including but not limited to, prohibitive and mandatory injunctive relief. In the event of a breach (or threatened breach) of the Covenants herein contained, the party enforcing the Covenant, if it is the prevailing party, shall also be entitled to recovery of attorneys fees and court costs from the opposing party.

8. *Declarant Direct Remedy.* The Declarant shall have the right, but not the obligation, to remedy directly certain violations of these Covenants by an Owner. If an Owner violates Sections C.2.e. (regarding dumping of trash or rubbish) or Section D.1.c. (regarding mowing), and fails to remedy such violation within ten (10) days after the Declarant (or its

Agent) gives written notice of the violation to the Owner by personal delivery or by certified mail, return receipt requested, Declarant will have the right, but not the obligation, to remedy the violation(s) by going onto the Lot and removing the trash and/or rubbish or by mowing and/or cleaning the Lot. The Declarant shall have a lien on each such Lot to secure repayment of the actual expenses of remedying the violation, together with an administrative fee not to exceed \$500.00. Such lien may be evidenced by an affidavit of lien filed in the official property records of Hidalgo County, and such lien shall be superior to all other liens except a valid lien securing the purchase price of the Lote and/or construction of improvements on the Lot. The Declarant is authorized to enforce the lien pursuant to the procedures set out in the Texas Property Code. The Owners of Lots expressly grant the Declarant a power of sale, through a trustee designated in writing by the Declarant, in connection with foreclosure of such liens.

9. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

RIO RICO DEVELOPERS, LLC, a Texas limited liability company

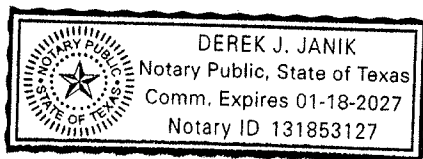
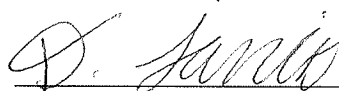


Victor J. Daniec, Manager

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on November 13, 2023, by Victor J. Daniec, a Manager of RIO RICO DEVELOPERS, LLC, on behalf of RIO RICO DEVELOPERS, LLC, a limited liability company.

Notary Public, State of Texas

After recording, please return to:

Barry E. Jones - Attorney at Law
324 W. 3rd St.
Mercedes, Texas 78570