

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

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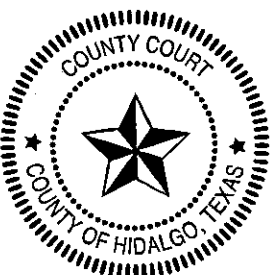
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STATE OF TEXAS
COUNTY OF HIDALGO

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 COVENANT
CONDITIONS AND RESTRICTIONS
FOR
DEL ORO SUBDIVISION, UNIT NO. 4

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Declaration of Covenants, Conditions, and Restriction (the "Declaration") is entered into this 16th day of April, 2019 by **RHODES ENTERPRISES INC.**, located at 200 S. 10th Street, Suite 1400, McAllen, Hidalgo County, Texas (hereinafter called "Declarant").

RECITALS

WHEREAS, Declarant is the owner of all that certain real property located in Hidalgo County, Texas described as **Lots 363 through 420, Del Oro Subdivision Unit No. 4, an addition to the City of Mission, Hidalgo County, Texas, according to the map or plat thereof recorded in Document No. 2999199, Official Records, Hidalgo County, Texas** (collectively, the "Lots" and individually, a "Lot");

WHEREAS, the Declarant will convey the Lots, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth, pursuant to an established general plan for the improvement and development of property:

NOW, THEREFORE, it is hereby declared that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose and shall be binding on all parties having any right, title, or interest in or to the Lots or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall insure to the benefit of each owner thereof.

ARTICLE ONE
DEFINITIONS

1.01 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

1.02 "Lot" shall mean and refer to the lots in the Subdivision, on which there is or will be built a single-family dwelling. The term "Lot" shall not include any reserves shown on the said map or plat of the Subdivision.

1.03 "Declarant" shall mean **RHODES ENTERPRISES, INC.**, its successors and assigns.

1.04 "Subdivision" shall mean **Del Oro Subdivision Unit No. 4, an addition to the City of Mission, Hidalgo County, Texas, according to the map or plat thereof recorded in Document No. 2999199, Official Records, Hidalgo County, Texas.**

ARTICLE TWO
ARCHITECTURAL REVIEW COMMITTEE

2.01 The Declarant hereby appoints an Architectural Review Committee (the "ARC") which shall consist of the then currently serving members of the Board of Directors of the **BENTSEN PALM DEVELOPMENT HOME OWNERS ASSOCIATION, INC.** (the "BPDHOA Board"). Any change in members of the BPDHOA Board shall automatically change the members of the ARC so that the members of the ARC and the BPDHOA Board remain identical at all times. The ARC must approve all exterior plan details, setbacks, revisions or alterations to existing dwellings, fencing details and other architectural items of any improvements located on any Lot. Complete architectural plans of new construction, fencing or alterations to existing dwellings must be submitted to and approved by the ARC prior to commencement of any construction or alterations. The ARC shall review such plans and either approve or disapprove the plans within 10 calendar days from the date of receipt.

2.02 Vacancies on the ARC may be filled by a vote of the remaining member(s) after such vacancies occur.

ARTICLE THREE
DESIGN STANDARDS

3.01 The ARC shall have the right to establish design standards and rules and requirements relating to the construction or alteration of any improvements on a Lot (the "Design Standards"). All construction on any Lot shall comply with the terms and conditions of the most recent copy of the Design Standards. The most recently approved Design Standards are made a part of this document by reference.

3.02 All housing shall have structure for a minimum of an enclosed one-car garage as per the Design Standards requirements.

ARTICLE FOUR
USE RESTRICTIONS

RESIDENTIAL USE

4.01 (a) All Lots are for single-family, residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's offices, or other multiple-family dwelling shall be erected, placed, permitted or maintained on a Lot or on any part thereof. No improvement or structure whatsoever, other than a first class private dwelling house, patio walls, swimming pool, garage, or servant's quarters may be erected, altered, placed, maintained or permitted to remain on any Lot.

(b) Any single story residence constructed on a Lot must have a ground floor area of not less than 1,100 square feet, exclusive of open or screened porches, terraces, patios, driveways and garages and MUST be of new construction. A residence other than a single story residence must have not less 680 square feet of ground floor living area. Only newly constructed homes, slab on grade will be permitted within the Subdivision. The exterior walls of any residence shall consist of not less than 100% masonry or masonry veneer construction (James Hardie vertical fiber cement board). Block construction must have a stucco finish. No evaporative cooler or air conditioner shall be placed, installed, or maintained on the roof or wall of any building

structure. All coolers and air conditioning units shall be concealed. Each residence must have a masonry mailbox.

SETBACK

4.02 All buildings, structures, fences, hedges, outbuildings, and appurtenance are subject to the setback restrictions noted in the plat of the Subdivision. If two (2) or more Lots of fractions thereof are consolidated into a building site in conformity with the provisions of Paragraph 4.03, these setback provisions shall be applied to such resultant building site as if it were one (1) original platted Lot

RESUBDIVISION OR CONSOLIDATION

4.03 None of the Lots shall be re-subdivided in any fashion except that any person owing two (2) or more adjoining Lots may subdivide or consolidate such Lots into a single building site, with the privilege of constructing improvements as permitted in Paragraph 4.02 hereof on the resulting building site, provided that such subdivision or consolidation does not result in any building site having a front line of less than the smallest of the original Lots.

EASEMENTS

4.04 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of the Subdivision. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, successors, agents, employees, or servants, to shrubbery, trees, or flowers or to other property of the Owners situated within any such easements; but shall be liable for any damages done by them outside such easements.

NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED

4.05 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

OCCUPANCY

4.06 No private dwelling house erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any residence, when completed, be in any way occupied until made to comply with plans approved by the ARC, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. No temporary structure shall be placed or erected upon any Lot either permanently or temporarily. Rental of any servant's quarters is prohibited, the occupancy thereof being limited to either guests or servants. Should any structure be destroyed or partially destroyed, the Owner of such Lot shall immediately remove or rebuild said structure.

SIGNS

4.07 No signs of any character shall be allowed on any Lot except:

- (a) Political signage not prohibited by law;

(b) One (1) sign of not more than five (5) square feet advertising the property for sale or rent; and

(c) one (1) sign of not more than eight (8) square feet advertising the Lot for sale or rent; provided, however, that Declarant and any other persons or entity engaged in the construction and sale of residences with the Subdivision shall have the right, during the construction and sales, to construct and maintain such facilities as may be reasonably necessary for such construction and sale, including a temporary residence or office.

GARBAGE TANKS, EQUIPMENT, ETC

4.08 No Lot shall be used or maintained as dumping ground for rubbish or trash, and no garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No elevated tanks of any kind shall be erected, placed or permitted on any part of a Lot. All clotheslines, garbage cans, equipment, coolers, wood piles, storage sheds or storage piles shall be walled or fenced in to conceal them from the view of neighboring Lots, roads or streets.

ANIMALS

4.09 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than two (2) dogs and two (2) cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

FENCES, WALLS, HEDGES AND UTILITY METERS

4.10 (a) No fence, wall hedge or utility meter shall be placed or permitted to remain on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for any decorative subdivision entry fence for the Subdivision.

(b) All fencing shall be of wood material or masonry material. Wood fencing shall be stained. Fence finishes, visible to street, are limited to a sealer or tinted sealer with the tint being a natural or earth tone color. The ARC must approve all tint colors to be used on fencing and insure the tint is compatible with surrounding fence finishes. No chain link fences are permitted. No painting of wood fencing is permitted. Masonry fencing shall be stucco finish on the exterior side and of an approved color by the ARC.

(c) Corner Lots shall have a solid wood fence of 6 feet height constructed along the street side of the Lot from the rear street side property corner to, at a minimum, the rear corner of the dwelling. This fence shall be constructed at the time of new construction.

(d) Perimeter Lots shall have a 6 feet high wood fence constructed along the rear property line at the time of new construction

(e) No truck, bus, trailer, R.V. commercial vehicle over 1 ton in capacity or equipment shall be left parked or placed except for construction and repair equipment while a residence or residences are being built or repaired on such Lot, and no truck, bus, boat, R.V. or trailer shall be parked on the driveway or any portion of the Lot in such a manner as to be visible for the street or neighboring Lots. Vehicles that are not in regular use shall not be permitted to remain in the street in front of any Lot or on the driveway or any portion of the Lot in such manner as to be visible from the street or neighboring Lots.

PROHIBITED ACTIVITIES

4.11 No professional, business, or commercial activity to which the general public is invited or allowed shall be conducted on any Lot. Auto maintenance is not permitted on the street in front of any Lot or on the driveway or any portion of the Lot in such manner as to be visible from the street or neighboring Lots.

UTILITY LINES AND ANTENNAS

4.12 All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed or maintained on any part of a Lot that is visible from street.

DRIVEWAYS

4.13 Driveways must be constructed of concrete only.

ARTICLE FIVE FUTURE SUBDIVISION DEVELOPMENT

5.01 Declarant reserves unto itself and its successors and assigns the right to use all easements and streets indicated on the recorded plat of the Subdivision in connection with and for the benefit of future residential developments on lands adjacent to the Lots.

ARTICLE SIX GENERAL PROVISIONS

ENFORCEMENT

6.01 The Declarant, the ARC or any Owner, shall have the right but not the obligation to enforce, by any proceeding at law or in equity, all restrictions, conditions, the Design Standards, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SEVERABILITY

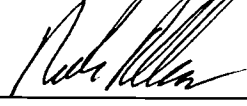
6.02 The covenants, conditions and restrictions of this Declaration shall run with and bind the land constituting each Lot, and Declarant or the Owner of any Lot, and their successors and assigns. This Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which this Declaration shall be automatically extended for successive periods of ten (10) years each unless specifically agreed to the contrary by a written agreement executed by Owners owning not less than seventy-five percent (75%) of the Lots and recorded in the Official Records of Hidalgo County, Texas. This Declaration may be amended by an instrument signed by Owners owning not less than seventy-five percent (75%) of the Lots. No amendment shall be effective until recorded in the Deed Records of Hidalgo County, Texas, nor until the approval of any governmental regulatory body that is required shall have been obtained.

6.03 A waiver or modification of any of the provisions, requirements, conditions or restrictions herein contained by the Owners, shall not be construed as a waiver of future enforcement of such provisions, requirements, conditions or restrictions.

EXECUTED by the said Declarant this the 16 day of April 2019.

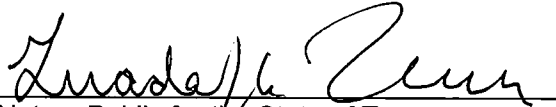
DECLARANT:

RHODES ENTERPRISES, INC., a Texas corporation

By: 
NICK RHODES, President

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

On this 16 day of April, 2019, personally appeared **NICK RHODES**, acting in his capacity as President of **RHODES ENTERPRISES, INC., a Texas corporation**, and acknowledged that he executed the foregoing instrument for the purposes expressed therein on behalf of said corporation.


Notary Public for the State of Texas

