

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

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RESTRICTIONS

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

Total Recording: \$ 88.00

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

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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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 CONDITIONS, AND RESTRICTIONS
FOR
RIO STONE SUBDIVISION PHASE I**

Basic Information

Date: December 4, 2023

Declarant: REYNA FAMILY DEVELOPMENT, LTD., a Texas limited partnership

Declarant's Address:

702 W. Expressway 83
Weslaco, Texas 78596

Property Owners Association: RIO STONE SUBDIVISION I PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation

Property Owners Association's Address:

401 S. Kansas Avenue
Weslaco, Texas 78596

Property: Lots 1-54, Rio Stone Phase I Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas, according to the map or plat thereof recorded in Document No. 3501510, Official Records, Hidalgo County, Texas.

**Article I
Definitions**

- 1.01 "ACC" means the Architectural Control Committee established in this Declaration.
- 1.02 "Approved Plans" means the plans to be provided to an Owner by the ACC for the construction of a four-plex upon the purchase of a Lot.
- 1.03 "Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.
- 1.04 "Board" means the Board of Directors of the Property Owners Association.
- 1.05 "Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.
- 1.06 "Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.
- 1.07 "Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

1.08 "Declarant" means REYNA FAMILY DEVELOPMENT, LTD., a Texas limited partnership, its duly authorized representatives or their successors or assigns.

1.09 "Dedictory Instruments" means this Declaration and the certificate of formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

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

1.11 "Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

1.12 "Member" means Owner.

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

1.14 "Plat" means the Plat of the Property recorded in Instrument No. 3501510 of the real property records of Hidalgo County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

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

1.16 "Residence" means a detached fourplex building with each apartment designed for and used as a dwelling and constructed on a Lot in accordance with the Approved Plans.

1.17 "Short Term Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration for a period of time less than ninety (90) days.

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

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

1.20 "Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Article II Clauses and Covenants

2.01 Imposition of Covenants.

(a) 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.

(b) 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.

(c) Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

2.02 Plat and Easements.

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

(b) 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.

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

(d) Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

**Article III
Use and Activities.**

3.01 Permitted Use. A Lot may be used only for an approved Residence and approved Structures for residential use, excluding Short Term Renting in compliance with applicable law.

3.02 Prohibited Activities. Prohibited activities are -

(a) any activity that is otherwise prohibited by the Dedicatory Instruments;

(b) any illegal activity;

(c) any nuisance, noxious, or offensive activity;

(d) any dumping of rubbish;

(e) any storage of –

(1) building materials except during the construction or renovation of a Residence or a Structure;

(2) vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or

(3) unsightly objects unless completely shielded by a Structure;

(f) any commercial or professional activity except reasonable home office use;

(g) the drying of clothes in a manner that is visible from any street;

- (h) occupying a Structure that does not comply with the construction standards of a Residence;
- (i) noise levels in violation of any applicable ordinance of the City of Weslaco after 11:00 p.m.;
- (j) the repair or maintenance of vehicles in the streets or parking areas of the Subdivision;
- (k) parking a truck larger than $\frac{3}{4}$ -ton, a motor vehicle with an expired license, boats, campers construction vehicles, motor/mobile homes, or buses on a street or parking area within the Subdivision for more than twelve (12) hours out of any 24-hour period;
- (l) parking an Owner's person vehicle in any location other than the designated parking area for the Owner's Residence (however, a visitor may park the visitor's vehicle in the street for a period not to exceed seven [7] days);
- (m) maintaining a storage tank of any kind on any part of a Lot;
- (n) personal intoxication that occurs in any location visible from the street;
- (o) the use of a barbecue pit, smoker, or any type of grill in any location other than the patio area of a Residence;
- (p) the installation of burglars bars on the doors and windows of a Residence;
- (q) the operation of any vehicles that cannot be legally used on public streets, or the operation of a motor vehicle by an unlicensed driver, within the subdivision;
- (r) the operation of a motor vehicle at a speed in excess of the posted speed limit for the streets in the Subdivision;
- (s) willfully causing a motorized vehicle to dig out or to make unnecessary noise when starting, stopping or operating such vehicle within the Subdivision;
- (t) revving the engine of a motor vehicle in such a manner as to cause a noise in excess of 80 decibels within ten (10) feet of such vehicle;
- (u) discharging firearms within the Subdivision;
- (v) setting off fireworks within the Subdivision;
- (w) placing window coverings in windows visible from the street where the street-facing side of such coverings is not white; and
- (x) maintaining the city trash can for an apartment within a Residence where such trash can will not close.

3.03 Generators. The use of generators in the Subdivision is prohibited, except during periods where electric utility providers are unable to provide power to the Subdivision for a period

longer than eight (8) hours.

3.04 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Tract except dogs, cats, or other common household pets may be kept in reasonable numbers. A \$25.00 per day fine shall be assessed against the Owner if any prohibited animals, livestock, or poultry are caught on any Tract. Dogs must be kept in a kennel, dog run, or fenced area. Dogs will not be permitted to run loose in the Subdivision and must be kept on a leash if off its owner's Lot and vaccinated for rabies once a year. The Property Owners Association shall have the sole determination of whether or not such animal is a nuisance, and its decision shall be binding and conclusive. The Property Owners Associations shall give notice in writing by U.S. mail to any Member whose pet has been determined to be a nuisance and such Member shall remove such pet from his or her Lot within (10) ten days from receipt of such notice. Failure by the Owner to remove the pet will allow the Property Owners Association to use any of the remedial approved herein. In no event shall vicious or dangerous animals be allowed with the Subdivision.

3.05 Signs. No signs of any type shall be allowed on any Lot except political signage not prohibited by law and one (1) sign of not more than six (6) square feet advertising the property for sale or rent. Declarant, the Property Owners Association, or their assigns shall have the right to remove any sign, advertisement, or billboard structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or other sort in the connection therewith or arising with such removal.

Article IV Construction and Maintenance Standards.

4.01 Lots. No Lot may be further subdivided.

4.02 Residences and Structures.

(a) **Aesthetic Compatibility.** All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC, and in accordance with the Approved Plans.

(b) **Maximum Height.** The maximum height of a Residence shall be as stated in the Approved Plans.

(c) **Required Area.** The total living area of each apartment within a Residence, exclusive of porches, garages, or carports, must be as stated in the Approved Plans.

(d) **Location on Lot.** No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line, and all Residences on a particular street must face the same direction. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.

(e) **Carports.** Each Residence must have an 8-car carport in the front of the Residence. Each carport shall be constructed out of concrete in accordance with the Approved Plans.

(f) **Damaged or Destroyed Residences and Structures.** Any Residence or Structure that is damaged must be repaired within 180 days (or within a period approved

by the ACC) 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 240 days and the Lot restored to a clean and attractive condition.

(g) Fences, Walls, and Hedges. No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC. Fence height shall be as set forth in the Approved Plans.

(h) Sidewalks. When the Residence is constructed, the Lot must be improved with 4-foot sidewalks connecting with the sidewalks on adjacent Lots.

(i) Landscaping. Landscaping must be installed within 30 days after occupancy. The minimum landscaping is specified in the standards of the ACC.

4.03 Building Materials for Residences and Structures.

(a) Roofs. Only composition roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color. The style and color of all roofs must be in accordance with the Approved Plans.

So long as the roof, as constructed, will not deviate from the Approved Plans, nothing herein shall be interpreted to prohibit or restrict a property owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that are (1) designed primarily to be wind and hail resistant, (2) provide heating and cooling efficiencies greater than those provided by customary composite shingles or (3) provide solar generation capabilities; and that, when installed: (A) resemble the shingles used or otherwise authorized for use on property in the subdivision; (B) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and (C) match the aesthetics of the property surrounding the owner's property.

(b) Air Conditioning. Window- or wall-type air conditioners may not be used in a Residence. Air conditioning units shall be concealed from view from the street and shall be located on the side of, or the rear of, the Residence.

(c) Exterior Walls. All Residences must have exterior walls, including exposed foundation, of stone or brick, minus windows and doors, and the ACC shall not have authority to authorize any changes to the exterior of a Residence that deviates from the Approved Plans.

(d) Color Changes. No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, and the ACC shall not have authority to deviate from the color scheme called for by the Approved Plans.

(e) Driveways and Sidewalks. All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.

(f) Lot Identification. Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

(g) Mailboxes. Each Residence will be required to have mailbox constructed in accordance with the Approved Plans, and such mailbox will have a mail slot for each apartment in the Residence.

(h) Utility Lines. All utility lines shall be located underground.

(i) Antennas and Satellite Dishes. Antennas, aerials, satellite dishes or other apparatuses for the reception of television, radio, satellite, or other signals of any kind shall be located on a Residence in a manner so as not to be visible from the street, or as otherwise approved by the ACC prior to installation.

(j) Only new materials may be used for the construction of a Residence unless otherwise approved in writing by the ACC.

(k) Construction of a Residence must commence within one hundred eighty (180) days following the purchase of the Lot on which the Residence will be located, and construction shall be completed within one (1) year thereafter.

Article V Property Owners Association.

5.01 Establishment and Governance. The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

5.02 Rules. The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

5.03 Membership and Voting Rights. Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

(a) Class A. Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

(b) Class B. The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of –

(1) when the Class A Members' votes exceed the total of Class B Member's votes or

(2) ten (10) years following the date this Declaration is recorded in the real property records of Hidalgo County, Texas.

5.04 Detention Area. The Property Owners Association shall be responsible for the maintenance and operation of the area designated on the Plat as "Outparcel "A" Detention Pond"

and the pumping equipment located therein. Declarant will convey title to this tract of land to the Property Owners Association.

Article VI Architectural Control Committee

6.01 Establishment.

(a) **Purpose.** The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.

(b) **Members.** The ACC consists of at least 3 persons appointed by the Board. The Board may remove or replace an ACC member at any time.

(c) **Term.** ACC members serve until replaced by the Board or they resign.

(d) **Standards.** Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

6.02 Plan Review.

(a) **Required Review by ACC.** No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must conform to the Approved Plans, except that the ACC may allow modifications to the interior of a Residence that deviates from the Approved Plans.

(b) **Procedures.**

(1) **Complete Submission.** Within thirty (30) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

(2) **Deemed Approval.** If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed approved.

(c) **Appeal.** An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within fifteen (15) days after the ACC's action. The Board shall determine the appeal within ten (10) days after timely notice of appeal is given. The determination by the Board is final.

(d) Records. The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

(e) No Liability. The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

Article VII Assessments

7.01 Authority. The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

7.02 Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.

7.03 Creation of Lien. Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

7.04 Commencement. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

7.05 Regular Assessments.

(a) Rate. Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$500.00.

(b) Changes to Regular Assessments. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.

(c) Collections. Regular Assessments will be collected yearly in advance, payable on the first day of January of each year.

7.06 Special Assessments. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7.07 Approval of Special Assessments. Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

7.08 Fines. The Board may levy a fine against an Owner, not to exceed \$25.00 per day, for a violation of the Dedicatory Instruments as permitted by law.

7.09 Subordination of Lien to Mortgages. The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

7.10 Delinquent Assessments. Any Assessment not paid within 30 days after it is due is delinquent.

7.11 Payment Option. If an Owner is unable to pay either the Regular Assessment or any Special Assessments in full, they may request a payment option from the Board once per calendar year.

Article VIII Remedial Rights

8.01 Late Charges and Interest. A late charge of 5 percent of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 10 percent per year. The Board may change the late charge and the interest rate.

8.02 Costs, Attorney's Fees, and Expenses. If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

8.03 Judicial Enforcement. The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

8.04 Remedy of Violations. The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

8.05 Suspension of Rights. If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

8.06 Damage to Property. An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

Article IX Common Area

9.01 Common Area Easements. Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to -

(a) charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;

(b) suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;

(c) grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and

(d) dedicate or convey any of the Common Area for public purposes, on approval by a vote of majority of the Members at a meeting in accordance with the Bylaws.

9.02 Permitted Users. An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.

9.03 Unauthorized Improvements in Common Area. An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

Article X General Provisions

10.01 Term. This Declaration runs with the land and is binding in perpetuity.

10.02 No Waiver. Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

10.03 Corrections. The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

10.04 Amendment.

(a) The covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty-five (25) years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by Owners owning more than seventy-five percent (75%) of the Lots.

(b) SO LONG AS DECLARANT OWNS OR MAINTAINS AN INTEREST OR LIEN IN OR UPON ANY LOT (ACCORDING TO THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS), DECLARANT SHALL HAVE AND RESERVE THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, WITHOUT THE JOINDER OR CONSENT OF ANY OTHER PARTY, TO AMEND THIS DOCUMENT BY ANY INSTRUMENT IN WRITING DULY SIGNED, ACKNOWLEDGED, AND FILED FOR RECORD IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE PURPOSE OF CORRECTING, AMENDING, MODIFYING, CHANGING OR ELIMINATING, IN WHOLE OR IN PART, THESE RESTRICTIONS, AND BY DOING SO MAY IMPAIR AND/OR AFFECT THE VESTED PROPERTY OR OTHER RIGHTS OF AN

OWNER OR HIS MORTGAGEE.

(c) Upon the date that Declarant's right to amend this document terminates, the Owners of seventy-five percent (75%) of the Lots shall have the right, at any time thereafter, and from time to time, without the joinder or consent of any other party, to amend this document by any instrument in writing, duly signed, acknowledged, and filed for record in the Official Records of Hidalgo County, Texas, for the purpose of amending, modifying, changing or eliminating in whole or part, these restrictions. However, such Owners may not impair and/or affect the vested property rights of an Owner or his mortgagee in that Owner's Lot(s) but may impair and/or affect such rights of an Owner or his mortgagee in Lots belonging to other Owners.

10.05 Conflict. This Declaration controls over the other Dedicatory Instruments.

10.06 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.

10.07 Notices. All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

10.08 Annexation of Additional Property. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property (whether owned by Declarant or others) to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions, and Restrictions ("Supplemental Declaration") which shall extend the scheme of the Covenants of this Declaration to such property; provided, however, that such Supplemental Declaration may contain such additions and modifications of the Covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as may be approved by Declarant.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Property Owners Association, as evidenced by a certificate or document executed by an officer of the Property Owners Association and recorded in the Real Property Records of Hidalgo County, Texas.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 10.08, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Property Owners Association to the properties added.

(d) The Declarant shall have the right and option without the joinder, approval or consent of any person(s) or entity(ies) to cause the Property Owners Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within one-half (1/2) mile of any real property then subject to the jurisdiction of the Property Owners Association. Upon a merger or consolidation of the Property Owners Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Property Owners Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration within the Subdivision together with the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding the fact that the Declarant may not be an Owner by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Subdivision, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 10.08 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation, merger or consolidation permitted by this Section 10.08, subsequent to such annexation, merger or consolidation, the Declarant shall be reinstated and become a Class B Member with respect to the Lots owned by it within the Subdivision, as such Subdivision has been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class B Member shall be governed by and set forth in this Declaration and the Certificate of Formation and Bylaws of the Property Owners Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

[Signature page follows.]

This Declaration is executed this 14th day of December, 2023.

DECLARANT:

REYNA FAMILY DEVELOPMENT, LTD., a Texas limited partnership

By: **ELR ENTERPRISES, INC., a Texas corporation**

Its: **General Partner**

By: 
EZEQUIEL REYNA, President

STATE OF TEXAS

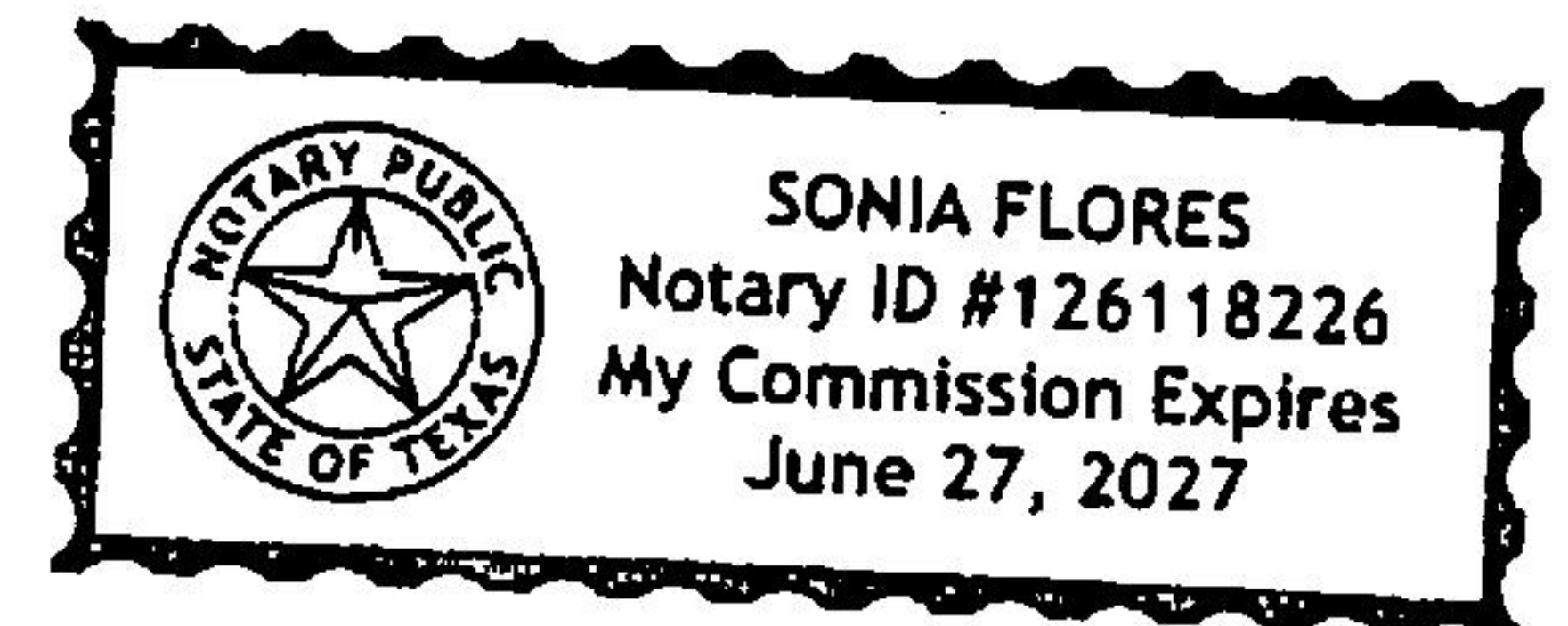
COUNTY OF HIDALGO

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This instrument was acknowledged before me on the 14th day of December, 2023, by **EZEQUIEL REYNA**, in his capacity as President of **ELR ENTERPRISES, INC., a Texas corporation**, General Partner of **REYNA FAMILY DEVELOPMENT, LTD., a Texas limited partnership**, on its behalf in said capacity.



Notary Public, State of Texas



PREPARED IN THE LAW OFFICE OF:

JONES, GALLIGAN, KEY & LOZANO, L.L.P.
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2300 W. Pike Blvd., Suite 300
Weslaco, Texas 78599-1247