

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



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Instrument Number: 2015-2596695

As

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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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RHODES ENTERPRISES, INC
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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, TX

**AMENDMENTS TO DECLARATION OF COVENANT CONDITIONS AND
RESTRICTIONS FOR RETAMA VILLAGE PHASE 2**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RETAMA VILLAGE PHASE 2 (the "Amendment") is made this 24th day of March, 2015, by RHODES ENTERPRISES, INC., a Texas corporation (the "Declarant") to amend the covenants, conditions and restrictions affecting land located in the Retama Village Phase II Subdivision (the "Subdivision"), which is legally described as 'Lots 122 through 237, Retama Village Phase II Subdivision, Mission, Hidalgo County, Texas, according to the map recorded in Document No. 1885994 of the Map Records of Hidalgo County, Texas.

Recitals

WHEREAS, the Declarant recorded a Declaration of Covenant Conditions and Restrictions for Retama Village Phase 2 on May 30, 2008 as Document Number 1895104 in the Official Records, Hidalgo County, Texas (the "Retama II Declaration"), as may be amended from time to time, to which the Subdivision is subject;

WHEREAS, in addition to being subject to the Retama II Declaration, the Subdivision is also subject to the Declaration of Covenant Conditions and Restrictions for Bentsen Palm Development, recorded as Document Number 1674119 in the Official Records, Hidalgo County, Texas (the "BPD Declaration"), as may be amended from time to time;

WHEREAS, Article XVIII of the BPD Declaration allows the Declarant to unilaterally amend the covenants, conditions and restrictions to which the Subdivision is subject until the termination of the Class "B" Control Period, and

WHEREAS, the Declarant desires to amend the Retama II Declaration to incorporate certain changes to said declaration requested by the residents of the Subdivision; and

WHEREAS these amendments (the "Amendments") do not materially affect the security title and interest of any mortgagee of a Lot located in the Subdivision; provided, however, in the event a court of competent jurisdiction determines that these Amendments do so without such mortgagee's written consent, then these Amendments shall not be binding on the mortgagee so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration effective prior to these Amendments shall control with respect to the affected mortgagee;

NOW, THEREFORE, the Retama II Declaration is hereby amended as follows:

1. Article Three, Section 3.05 of the Retama II Declaration is hereby amended by deleting that subsection in its entirety and substituting the following therefor:

"3.05 The lots are exclusively reserved for Recreational Vehicles which are, in the sole judgment of the ARC, in good repair/physical condition and meet the standards of Recreational Vehicles as defined herein. Unless stored in a Port Home or a Garage, a Recreational Vehicle must be a minimum of 22' in length. No tents, truck campers, pop-up, soft-sided or back fold out campers or trailers are allowed. No mobile homes or "park-model" units are allowed. A "destination-trailer" is allowed as long as it does not exceed 8 ½' (102") in width, has a conventional RV style flat roof, no pitched Roof

or shingles allowed, contains black water and gray water holding tanks, has dual 120 volt AC and 12 volt DC electrical systems and is readily transportable (has wheels, license, hitch and jacks attached). Exceptions to any of the above rules may only be granted by the ARC."

2. Article Three, Section 3.10 of the Retama II Declaration is hereby amended to read as follows:

"3.10 No fixed awning, coverings, tents, or other structures will be allowed to be erected on any site. Awnings that are an integrated part of an RV unit are allowed. Decorative pergolas may be installed subject to prior approval of the design, material, finish stain color and usage of the covering and specific size and location requirements. No shade, wind or other covering devices or roof coverings may be added to the structure's side or roofing without specific approval of the ARC."

3. Article Three, Section 3.11 of the Retama II Declaration is hereby amended to read as follows:

"3.11 All exterior construction of the accessory structure, garage, porches and any other appurtenances or appendages of every kind and character and all interior construction to conform to all municipal codes and issuance of a certificate of occupancy by the City of Mission shall be completed not later than six (6) months following the commencement of construction, defined as the date of issuance of a building permit by City of Mission or thirty (30) days following the date the ARC gives final approval to the construction plans, whichever occurs first. Construction commenced and not completed with such six (6) month period is subject to a fine of up to five hundred dollars (\$500.00) per day by the Association. Unless an extension has been requested and granted by the Association, any violation of this Section will subject the owner of the lot to a fine of up to five hundred dollars (\$500.00) per day until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.

Accessory buildings are not built or intended for full-time residential use. Under certain circumstances an owner may occupy the accessory building as a primary residence for up to a maximum of 60 days in any 12 month period. Under no circumstances is a non-owner occupant to use the accessory building for primary residential use."

4. Article Four, Section 4.08 of the Retama II Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

"4.08 By purchasing a Unit, the Owner acknowledges that the Association may restrict signs of every character to the fullest extent allowed by law. The Association may designate allowed signs and establish rules for signs. Except for specifically allowed signs and any signs the Association is not permitted to restrict, any other sign or object (including for sale signs and for rent signs) that is visible from the street may not be installed without Association approval. The following signs are permitted:

- (a) one professionally made security service sign of not more than one square foot;
- (b) political yard signs which may be erected no earlier than the 90th day before an election, and which must be removed within 10 days after the election for which the sign is displayed;
- (c) one sign celebrating an event or an accomplishment provided the sign is tasteful, modest in size (12 square feet maximum) and is removed within 7 days after it is erected;
- (d) a temporary sign identifying the home as the site of a social event is permitted for a maximum of 24 hours;
- (e) signs, billboards or other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this section are expressly transferred, shall own any portion of the Bentsen Palm Development property; and
- (f) any sign the Association is not permitted by law to restrict.

Any other sign or object (including yard art, for sale signs, for rent signs) that is visible from the street may not be installed without ARC approval. Any violation of this Section will subject the Owner of the Lot to a fine of up to one hundred dollars (\$100.00) per day until the violation is corrected, as well as any and all other remedies that the Association may impose in accordance herein.”

5. Article Four, Section 4.19 of the Retama II Declaration is hereby amended to read as follows:

“4.19 Any activity which results in unreasonable levels of sound or light pollution, provided, this restriction shall not restrict or prevent the Association from operating recreational facilities or other amenities in manner consistent with their intended use. The Association may have special function events as permitted under the Master Covenants document and made a part by reference.

No external lighting other than that approved and included in the original construction can be erected or installed without prior approval of the ARC. Motion detector flood lights (Intrusion Lights) are generally not acceptable due to the potential nuisance issues. All approved lighting must be such as to point down towards the ground. All lighting must have the ability to be controlled with a manual On/Off switch. The ARC at their discretion MAY approve motion detector flood lighting (intrusion Lights) in areas deemed as having potential security issues.”

6. Article Four, Section 4.21 of the Retama II Declaration is hereby amended to read as follows:

"4.21 Driveways must be constructed of only concrete or other permanent material. Asphalt, Caliche, or rock may not be used as the permanent driveway surface. Any decorative covering, painting, stamped or surface alteration of a sidewalk or driveway, where visible from the street, must be approved by the ARC prior to such decorative item installation.

7. In all other respects, the undersigned Declarant confirms all other terms and conditions of the Retama II Declaration.

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the 24 day of March, 2015.

RHODES ENTERPRISES, INC., a Texas corporation

By:

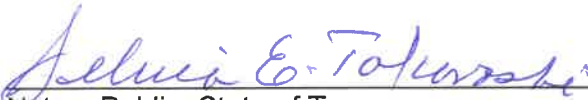

JAIME GONZALEZ, Secretary-Treasurer

STATE OF TEXAS

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COUNTY OF HIDALGO

This instrument was acknowledged before me on the 24 day of March, 2015, by **JAIME GONZALEZ** in his capacity as Secretary-Treasurer of **RHODES ENTERPRISES, INC., a Texas corporation.**


Notary Public, State of Texas

