

Hidalgo County  
Eddy Trevino  
County Clerk  
Edinburg, TX 78540



70 2006 01582593

Instrument Number: 2006-1582593

Recorded On: February 23, 2006

As  
Recording

Parties:

To

Billable Pages: 6

Number of Pages: 7

Comment: DEES RESTRICITON

**\*\* Examined and Charged as Follows: \*\***

Recording	36.00
<b>Total Recording:</b>	<b>36.00</b>

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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.

**File Information:**

Document Number: 2006-1582593  
Receipt Number: 744855  
Recorded Date/Time: February 23, 2006 03:18P  
Book-Vol/Pg: BK-SC VL-6 PG-50685  
User / Station: A Rodriguez - Cash Superstation 10

**Record and Return To:**

LAUDERDALE, JAMES H./TIPPITT, SARA  
611 INTERNATIONAL AVE.  
WESLACO TX 78596



**Llano Grande Golf Course Road Subdivision**  
**489 Yolanda Street**  
**County of Hidalgo – City of Mercedes**  
**State of Texas 78570**

**- Deed Restrictions -**

WHEREAS, **The Hynes Group**, of 489 Yolanda Street, Mercedes Texas, hereafter called DEVELOPERS and being the sole owner of the hereinafter described property, does hereby make and publish the following limitations and restrictions which are to and become a part of all contracts of sale, deeds or other instruments whereby title or possession is divested out of the present owners and invested in other person or persons, to any and all lots and blocks as follows:

**All lots in the LLANO GRANDE GOLF COURSE ROAD SUBDIVISION, an Addition to the City of Mercedes, Hidalgo County, Texas.**

To all of which the undersigned does hereby bind itself as the sole owner of said lots and blocks.

WHEREAS, the developers will convey the lots as described on the plat of the subdivision subject to certain protective covenants, set forth, pursuant to an established general plan for the improvement, development and sale of said property.

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

**ARTICLE ONE**

**DEFINITIONS**

**OWNER**

- 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 on which there is or will be placed a single or double wide manufactured single family home, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**PROPERTIES**

- 1.02 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Subdivision.

## **Llano Grande Golf Course Road Subdivision**

### **- Deed Restrictions -**

#### **LOT**

1.03 Lot" shall mean and refer to that portion of any of the Golf Course Road Subdivision plots of land shown upon the plat and subdivision map recorded in the Map Records of Hidalgo County, Texas. The term "lot" shall not include the Common Area nor any other reserves shown on the map or plat or said Subdivision.

#### **DEVELOPER**

1.04 Developer" shall mean and refer to the above named persons, their heirs and assigns, if such heirs, successors or assigns shall acquire more than one undeveloped lot from Declarant for the purpose of development.

#### **SUBDIVISION ASSOCIATION**

1.05 Subdivision Association will be established when the Subdivision lots are 75% sold. Until that time, the park management reserves the right to act as the Subdivision Association in all matters identified and unidentified in the Deed Restrictions..

### **ARTICLE TWO**

#### **EXTERIOR MAINTENANCE**

2.01 In the event an owner of any lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and other improvements erected thereon, all at the expense of the Owner.

### **ARTICLE THREE**

#### **USE RESTRICTIONS**

#### **ADULT SUBDIVISION**

3.01 Golf Course Road Subdivision is an adult housing community for persons fifty-five (55) years of age or older with all lots being occupied by at least one person fifty-five (55) years of age or older. This provision is included pursuant to the Housing for Older Persons Act of 1995 as now existing and hereafter amended and codified. No child under the age of eighteen (18) years old may be a permanent resident in the Subdivision unless he or she is disabled and the occupancy is approved in advance by the Subdivision Association. Children under the age of eighteen (18) years of age may not stay in the subdivision for longer than two weeks.

# **Llano Grande Golf Course Road Subdivision**

## **- Deed Restrictions -**

### **TYPE OF BUILDINGS PERMITTED**

3.02 Lots shall be used for residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not to exceed one story in height and a private garage or carport, with a concrete driveway.

No building or structure intended for or adapted to business purposes shall be erected, placed, permitted or maintained on such premises, or on any part thereof.

All single or double wide manufactured homes over three years old must have approved roofing and siding by THE Subdivision Association.

### **ANIMALS**

3.03 No animals, livestock or poultry of any kinds shall be raised, bred or kept on any Lot except for dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

### **FENCES**

3.04 No alterations or removal of security fence installed by the Developer permitted. No additional fences or walls permitted on Lot. No animal pens or runs permitted.

### **SET BACKS**

3.05 All buildings, structures, fences, hedges, outbuildings, and appurtenances are subject to the setback restrictions noted in the recorded plat for the Subdivision with the following exception; a 5' side setback from the property line to a non combustible open structure such as a car port, deck and/or awning will be allowed.

### **EASEMENT**

3.06 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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, agents, employees, or servants to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easements. No buildings, concrete slabs or fences in easements.

### **RV, BOATS AND TRAILERS**

3.07 No RVs, boats or trailers, including utility trailers shall be parked on the driveway or any portion of the Lot. No truck, bus or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity.

# **Llano Grande Golf Course Road Subdivision**

## **LANDSCAPING**

3.08 No landscaping with rock or gravel. No shrubs or trees planted to obstruct any street signs.

## **IMPROVEMENTS**

3.09 All Construction and paving must be approved by the subdivision association in writing prior to work being performed and within park guidelines.

## **FACILITIES**

3.10 Club House, swimming pool and hot tub are for the exclusive use of the Golf Course Road Subdivision and their guests. All guests must be accompanied by resident when using said facilities.

## **PROHIBITED ACTIVITIES**

3.11 No professional, business, or commercial activity shall be conducted on any Lot. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance to nuisance to the neighborhood. The use or discharge of fire arms, pellet, BB, air guns and air rifles is prohibited within the subdivision.

## **RUBBISH, TRASH AND GARBAGE**

3.12 No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except 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 and are subject to approval by the park management.

## **UTILITY LINES AND ANTENNAS**

3.13 All electrical lines shall be placed underground and no outside electrical lines shall be placed overhead except during construction. No exposed or exterior radio or television transmission or receiving antennas including satellite dishes shall be erected, placed or maintained on any part of such premises or building, unless hidden from view from any street in the subdivision.

## **TREE REMOVAL**

3.14 Existing trees shall not be removed by anyone without the written approval from the Subdivision Association

# Llano Grande Golf Course Road Subdivision

## - Deed Restrictions -

### ARTICLE FOUR

#### GENERAL PROVISIONS

##### ENFORCEMENT

- 4.01 The Subdivision Association shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions 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 as a waiver of the right to do so thereafter.

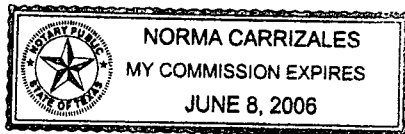
##### SEVERABILITY

- 4.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and affect.

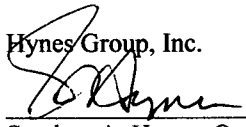
##### DURATION AND AMENDMENT

- 4.03 The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of, and be enforceable by, the owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90% of the Lot Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less the 75% of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Hidalgo County, Texas, nor until the approval of any governmental regulatory body which is required shall be obtained.

Executed by the said Owner, this 14<sup>th</sup> day of Feb 2005. <sup>2006</sup>



Hynes Group, Inc.

  
Stephen A. Hynes, Owner

# Llano Grande Golf Course Road Subdivision

## - Deed Restrictions -

The STATE OF TEXAS

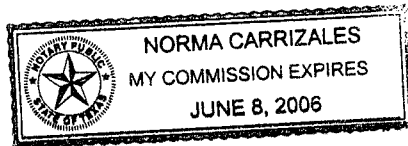
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Stephan A. Hynes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14<sup>th</sup> day of Feb 2005. 2006

Norma Carrizales

Notary Public in and for the State of Texas



After recording return to:  
Sara Tippit  
611 International  
Westlaco Tx 78596

Filed for Record in:  
Hidalgo County  
by Eddy Trevino  
County Clerk  
On: Feb 23, 2006 at 03:18P  
As a Recording  
Document Number: 1582593  
Total Fees: 36.00  
Receipt Number: - 744855  
By: Amabely Rodriguez, Deputy