

VG-545-2023-191105

Zapata County
Mary Jayne Villarreal-Bonoan
Zapata County Clerk

Instrument Number: 191105

Real Property Recordings

DECLARATION

Recorded On: September 26, 2023 10:13 AM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$50.00

***** 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: 191105
Receipt Number: 20230926000001
Recorded Date/Time: September 26, 2023 10:13 AM
User: Eloisa C
Station: cclerk05

Record and Return To:

KAZEN, MEURER & PEREZ, LLP
P.O. BOX 6237

LAREDO TX 78042-6237



STATE OF TEXAS
COUNTY OF ZAPATA

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 Zapata County, Texas.

Mary Jayne Villarreal-Bonoan
Zapata County Clerk
Zapata County, TX

STATE OF TEXAS §
 §
COUNTY OF ZAPATA §

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR 83 SOUTH CREEK RANCH, LLC.**
(with indemnity obligation)

This Declaration of Covenants, Conditions, and Restrictions (the “Declaration” or “Restrictions”) is made by 83 South Creek Ranch, L.L.C., a Texas limited liability company (the “Declarant”), with respect to Tracts 1 through 12, identified and described in Exhibit A, hereto attached (Individually referred to as a “Tract” or collectively as the “Tracts” or all of the Tracts in Exhibit A collectively referred to as the “Property”). The Restrictions shall be binding on Declarant, as well as upon all future owners of the Tracts for the term set forth herein, and the Restrictions shall be deemed covenants running with the land.

(1) The Tracts shall not be developed, used, or leased, in whole or in part, for any of the following:

- (a) gasoline, petroleum or chemical refining plant or storage yard of any of the foregoing;
- (b) dump or other disposal facility of any garbage or refuse (including tires, machinery, contaminated products/soil, etc.);
- (c) new or used car lot, auto salvage, or auto impoundment, storage and/or junk yard;
- (d) mobile home park or similar business;
- (e) flea market or similar business;
- (f) detention facility or similar facility;
- (g) animal rendering plant or similar activity;
- (h) feed lot or similar activity;
- (j) sexually oriented business or similar activity;
- (j) bar, saloon, or similar business or activity; and
- (k) activity or use that causes or results in noxious odors, nuisance of any kind, or involves the use or storage of hazardous materials;
- (l) hunting or fishing in a manner that violates governing law;

- (m) any activity that violates governing law; and/or,
- (n) businesses open to the general public that use or maintain coin operated gaming machines, "maquinitas," coin operated amusement machines or equipment, or any other machines or equipment used for games of chance for gambling, or winning any prizes, prepaid cards, or gift cards.

(2) Fencing. Within one (1) year of the closing of the purchase of any Tract, the Owner must erect a good and sufficient fence with a minimum of four (4) strand wire at least four feet (4') high on the entire boundary of the Tract.

(3) Private Septic Systems. No outside toilet shall be installed or maintained on any Tract on or about the Property, and all plumbing shall be connected with a septic tank and adequate drain field, constructed and installed in accordance with the health regulations of the Zapata County Health Department and/or any other State or County governmental authority having jurisdiction. Such installations shall be constructed and maintained by the owner of each Tract comprising the Property upon which the same is situated so that no effluent from the same shall ever drain or flow upon the surface of the ground or drain in such manner, above or below surface that will cause any degree of pollution of the Property.

(4) Commercial Towers. No electric wired towers, wind energy leases, no commercial radio or television aerial wires, towers, antennas, or discs, satellite dishes or other special television or cable apparatus or equipment shall be erected, installed or placed on any Tract without the prior written approval of Declarant, which approval may be withheld in Declarant's sole and absolute discretion.

(5) Easements. Easements for installation and maintenance of electrical utilities, petroleum lease pipe lines, petroleum transmission pipe lines, and drainage facilities are reserved as shown on Exhibit A. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said above, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, if any. No Owner shall interfere with or interrupt the use or enjoyment of the easement or place any gate or other obstruction across the easement.

(6) Animals. No pigs or hogs shall be kept or permitted on any Tract. Dogs are to be kept within the boundaries of an Owner's Tract. Animals belonging to the Property Owners may be raised, bred or maintained. Any such pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the subdivision upon seven (7) days written notice from Declarant.

(7) Rubbish, Trash, and Garbage. Tracts shall at all times be kept in a healthful and attractive condition. No Tract shall be used or maintained as a dumping ground for rubbish or trash. All incinerators or other equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition and all such items shall be maintained in a neat and attractive manner. There

shall be no burning or incineration of trash, garbage, leaves, brush, or other debris within one hundred (100) feet of any Tract boundary line. In the event of default on the part of the Owner or occupant or any Tract in observing the above requirements (or any other reasonable requirements established from time to time by the Declarant and provided to the Owners of the Tracts) then in such event the Declarant may specifically enforce these provisions and, at their option, remove any garbage, trash or rubbish situated on the Property in violation of this covenant and make or repair improvements as deemed necessary. The Owner of any such Tract shall be obligated to reimburse Declarant's or its successor and assigns for the cost of any such maintenance or removal or repair upon demand. Such reimbursement shall include costs of maintenance or removal or repair and an additional per hour time charge for the time incurred by Declarant to organize, plan and carry out the trash. Such additional charge shall be reasonable and in conformity with the per hour charges of other professional in the community.

(8) Clotheslines, Garbage Cans, Tanks, Woodpiles. All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located within one-hundred (100) feet of any boundary line and shall be screened so as to be concealed from view of neighboring Tracts and roads.

(9) Water Supply. Individual water wells and water-supply systems must be located, constructed, and equipped in accordance with the requirements, standards, and recommendations of any authority that has jurisdiction over the subject matter and Tract. Approval of the system as installed shall be obtained from that authority.

(10) Blasting. No Owner shall do any act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act not allow any condition to exist which will adversely affect the other residences or their owners. No blasting shall be conducted on any Tract without express written permission of the Declarant.

(11) Trespassing on Adjacent Lands. Any person who, without express written consent of the Owner of said adjacent land or Tract crosses onto the property of adjacent Owner, for any reason, is liable for trespass.

(12) Building setbacks. Owners or occupants of all Tracts shall not erect any permanent structure within one-hundred (100) feet of any boundary property line.

(13) Notice of Hazards/Risks and Indemnity Provision. Owners and occupants, and their agents, invitees, and licensees, are hereby placed on notice, and by purchasing, entering, and/or using the Tract(s), they each hereby acknowledge, that Declarant makes no representation or warranty, either express or implied, as to the condition of the Tract(s) or of any roads, buildings, gates or other improvements located thereon, or the legality or suitability of same for hunting, fishing, or any other similar activity. Additionally, Owners and occupants are further placed on notice and each further acknowledges, on their own behalf, and on behalf of their agents, invitees, and licensees, that they are aware that there may be dangerous or hazardous conditions and risks on one or more Tracts, including but not limited to: hunting or fishing by knowledgeable or inexperienced persons; poisonous snakes, insects and spiders; blinds and tree stands, whether or not erected by Declarant;

erosion and general condition of the land, both on and off roadways or senderos, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or otherwise dangerous; and/or deep or dangerous water. As a result, the owners and occupants expressly assume, on their own behalf and on behalf of their agents, invitees, and licensees, all such dangers, risks and hazards. Furthermore, each such owner and occupant, on their own behalf and on behalf of their agents, invitees, and licensees, hereby release and agree to protect, defend, indemnify, covenant not to sue, and agree to hold harmless Declarant and Declarant's agents, employees, representatives, and contractors from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the Tract(s) and all improvements thereon, whether or not caused by the Declarant's negligence or a hazardous condition on the Tract(s).

(14) Amendments. Declarant may unilaterally make an amendment to this Declaration as it deems necessary to effectuate the terms set forth herein, including any modifications or amendments, without the joinder or consent of any present or future Owner.

(15) Term. These Restrictions will have legal effect for a term of twenty (20) years from the date hereof, unless extended in writing by a majority of the Owners of the Tracts through preparation and recordation of such an instrument in the office of the Zapata County Clerk.

(16) Shooting Range. Owners or occupants of all Tracts shall construct or have installed a permanent "back-stop" on all shooting ranges located on the respective Tract. Such shooting range shall not be located within one-hundred (100) feet of any boundary line of any Tract. NO COMMERCIAL SHOOTING RANGES WILL BE ALLOWED. SHOOTING RANGES ARE FOR PRIVATE USE ONLY.

(17) Binding Upon Grantee and all Occupants. All of the provisions of this Declaration and Restrictions shall be binding upon Grantee, Grantee's heirs, successors and assigns and/or any occupant of any of the Tracts comprising the Property. "Occupant", as that term is used herein, shall include all of owner's guests and invitees.

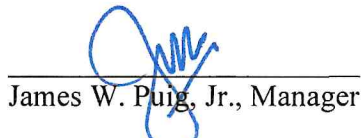
(18) Health and Environmental Laws. Each Tract, or any part thereof, and all of Owner's heirs, successors, and assigns, and all Occupants, shall at all times be in full compliance with all applicable State and/or Federal health and environmental laws and rules promulgated pursuant thereto, including, but not limited to, laws and rules covering the handling of "hazardous substances" and/or "hazardous wastes" as those terms are defined in Federal and State laws.

(19) Once Declarant has sold all of the Tracts, any Owner may enforce the terms of these Restrictions as against any person who is in violation of any of the terms and provisions of this Declaration. The prevailing party in any legal action resulting from a proceeding to enforce these Restrictions shall be entitled to recoupment of its attorney's fees and costs. Provided, however, Declarant shall be entitled to reimbursement by any Owner that is in violation hereof, of any and all costs including attorney's fees incurred by Declarant in enforcement of the terms hereof.

EXECUTED and EFFECTIVE this 8 day of September, 2023

DECLARANT:

83 South Creek Ranch, LLC.


Hector H. Garcia, Jr., Manager
Jose H. Lopez, Manager
James W. Puig, Jr., Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF WEBB §

This instrument was acknowledged before me on this 8th day of September, 2023 by Hector H. Garcia, Jr., Manager of 83 South Creek Ranch, LLC, a Texas limited liability company, on behalf of such company.

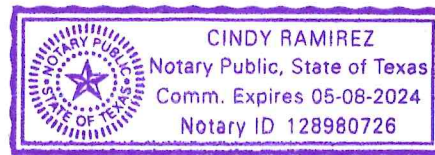


Elvira Aguilar
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF WEBB §

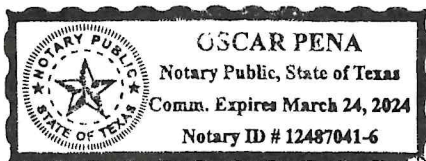
This instrument was acknowledged before me on this 8 day of September, 2023 by Jose H. Lopez, Manager of 83 South Creek Ranch, LLC, a Texas limited liability company, on behalf of such company.

Cindy Ramirez
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF WEBB §

This instrument was acknowledged before me on this 8 day of September, 2023 by James W. Puig, Jr., Manager of 83 South Creek Ranch, LLC, a Texas limited liability company, on behalf of such company.



Oscar Pena
Notary Public, State of Texas

EXHIBIT A PROPERTY DESCRIPTION

