



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIVERHILL SOUTH SUBDIVISION PHASE I**

WHEREAS, **REMM DEVELOPMENT LLC**, of Laredo, Webb County, Texas, is the owner of a certain tract of land situated in Webb County, Texas. Which it has divided and platted as Riverhill South Subdivision Phase I, the plat of such subdivision (herein the "Subdivision") having been filed of record under File No. 1364699 and being recorded in Volume 37, pages 16-17 of the Plat Records of Webb Count, Texas;

and

WHEREAS, it is deemed to be in the best interest of said owner and all the person, corporations or other entities who might later purchase property described and covered by the hereinabove mentioned plats or maps that there may be established and maintained a uniform plan for the improvements and development of the lots covered thereby as a restricted and modern subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT REMM DEVELOPMENT LLC, does hereby make and publish the limitations and restrictions hereinafter mentioned which are to apply to and become a part of all earnest money contracts, deeds and other legal instruments, whereby title or possession is divested out of the present owner and vested in other person or persons, corporations or other legal entity, to any and all lots and blocks contained in Riverhill South Subdivision, a subdivision of the City of Laredo, Webb County, Texas, as described in the hereinabove mentioned maps or plats and is here referred to for description and other purposes, and made a part hereof, to all of which said REMM Development LLC, does hereby bind itself as the fee owner of said lots and blocks in said Riverhill South Subdivision, and the proprietary right to the enforcement and observance of all limitations and restrictions hereinafter set forth.

If REMM DEVELOPMENT LLC, or any of its successors or assigns, persons, corporations or other legal entities acquiring land either as primary or subsequent Purchasers shall violate or attempt to violate any of the covenants or restrictions and either to prevent him, it, or from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgments or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

- I. The hereinafter mentioned covenants and restrictions shall run with the land and shall be binding upon all parties acquiring primary and subsequent ownership of any lot or tract of land in said subdivision until the expiration of twenty-five (25) years from date hereof, at which time said covenants and restrictions and conditions shall be automatically extended for successive periods of ten (10) years each, until it is agreed to change, amend or modify said covenants or any one of them in whole or in part by a vote of the majority of the then owners of lots in said subdivision, the ownership of each lot being entitled to one vote.

- II. Each lot of said subdivision shall be used only for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any residential lot in said subdivision other than one detached single-family residence or mobile home, not exceed two stories in height. No garage, storage and laundry rooms shall be erected on any lot until, after or coincidental with the building or placing or a single-family dwelling thereon, in keeping with these restrictions.

III. With respect to mobile homes, the following shall apply:

1. All manufactured home or any part thereof, shall conform to the minimum setback requirements as shown on plat of the Subdivision.
2. All manufactured homes must be skirted, and the tow tongue of each such home must be removed immediately upon placement of the home on the lot. **If a lot owner fails to skirt manufacture home with 30 days, they will be fined \$100.00 for each month the condition remains uncorrected, fine is subject to change. This fine will be automatically added to their escrow account.**
3. No manufactured home model older than ten (10) years will be allowed without prior written approval by REMM Development LLC. All manufacture home models must be in good condition. **REMM DEVELOPMENT, LLC RESERVES THE RIGHT TO DENY CERTAIN MANUFACTURED HOMES, IF IT IS DETERMINED THAT IT IS IN THE BEST INTEREST OF RIVERHILL SOUTH SUBIDIVISION. EACH CASE WILL BE EVALUATED ON AN INDIVIDUAL BASIS.**
4. No manufactured home, fence, wall or other structure shall be commenced, erected or maintained upon a lot in Riverhill South Subdivision, or shall any extensions, addition to, or change or alteration therein, be made until plans and specifications showing the nature, kind, shape, benefit, materials, model year, and location of the same shall have been submitted and approved in writing by REMM Development LLC Approval Committee. All restriction aspects of Riverhill South Subdivision will be reviewed and governed by REMM Development LLC.
5. Prior to any mobile home being moved on to a lot within the subdivision, a written request for approval shall be submitted to DECLARANT. Said written request shall be on form provided by DECLARANT and shall be accompanied by a recent photograph of the mobile home and a copy of its registration showing ownership of the mobile home in applicant.
6. The masonry bricking of a manufactured home will only be permitted with prior approval from REMM DEVELOPMENT LLC.

7. Lot owners have the sole responsibility for maintenance and upkeep of his\her manufactured home. Deteriorated and manufactured homes will be strictly forbidden with the Riverhill South community. It is hereby stated for the continued welfare of the subdivision, that each lot owner properly maintains the manufactured home.

IV. With respect to single family residence (other than mobile homes) the following shall apply:

1. No dwelling shall exceed two (2) stories in height.
2. The total living area of the main residential structure, as measured to the outside of exterior walls (but exclusive of open porches, garages, patios and detached accessory buildings), shall be not less than Eight hundred square feet (800 sq. ft.) or the minimum floor area as specified by the City, whichever is greater.
3. All dwellings shall be constructed of all new materials and all wood exteriors must be painted.
4. Once commenced, construction of any single-family residence shall be completed within one (1) year. No single-family residence shall ever be occupied or used for any purpose unless construction thereof be completed.
5. No single-family residence, fence, wall or other structure shall be commenced, erected or maintained upon a lot in Riverhill South Subdivision, or shall any extensions, addition to, or change or alteration therein, be made until plans and specifications showing the nature, materials and location of the same shall have been submitted and approved in writing by REMM Development LLC Approval Committee. All restriction aspects of Riverhill South Subdivision will be reviewed and governed by REMM Development LLC.

V. The following shall apply to each lot within the Subdivision:

1. No travel trailer, camper or recreational trailer other than a manufactured home can be placed on any lot. Nor should any heavy truck or trailer enter the premises.
2. Fencing allowed on the lot and must be cedar, cinder block or brick. No other fencing material will be allowed without prior written approval by REMM DEVELOPMENT LLC. No fence shall be constructed closer to the front of any lot that the front setback line as specified by applicable City of Laredo ordinance, these Restrictions or the above referred to Plat. No portion of any fence shall exceed eight feet (8') in height.
3. No noxious trade or activity shall be carried upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. Each dwelling structure must have a driveway, surfaced with concrete, and, suitable for parking a minimum of two (2) standard size automobiles.
5. Damages to utilities equipment or subdivision property shall be the sole responsibility of the lot owner or the manufactured homeowner who caused the damage.
6. Absolutely no peddling, soliciting or commercial enterprise of any nature will be allowed or permitted in the Riverhill South Subdivision.
7. No major or minor motor vehicle repairing will be permitted in Riverhill South Subdivision.
8. No radio aerial antennas will be permitted within twenty (20) feet of the front property line.
9. No signs of any kind shall be displayed to the public view on any lot except one of not more than three square feet advertising the property for sale or rent by the lot owner, or signs used by REMM Development LLC to advertise the property during the construction and sales period.
10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, or other household pets provided they are not kept for breeding or any commercial purpose. The pet must be confined within a fenced area, and when walked must always be leashed. Under no circumstances will loose pets be permitted. All pets kept on the premises must be vaccinated to conform with state and municipal laws.
11. No water well, septic tank, cesspool, or other individual water supply, or individual sewer system shall be permitted.
12. No spirituous, vinous, malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale in the subdivision nor shall said premises or any part thereof be used for any illegal or immoral purposes, nor for any purpose in violation of the laws of any political subdivision within which the subdivision is or may hereafter be, including but not limited to the City of Laredo, County of Webb, the State of Texas, or of the United States.
13. Clothes lines or drying yards shall be so located as not to be visible from the street serving the front of the premises.
14. No motor vehicles of any kind shall be stored on any part of the property except upon a driveway or within an enclosed garage or carport. A pleasure boat on its trailer may be parked or stored on that portion of the owner's lot beyond the front building line. No

abandoned, inoperative, and/or "junked" motor vehicles shall be parked on any part of the property or any street at any time, with the Riverhill South Subdivision.

15. No individual water supply system shall be permitted except solely for irrigation purposes, swimming pools, or for other non-domestic use.
16. No substantial changes in the elevations of the land shall be made on the premises.
17. All utility connections and services to and from the lot will be the responsibility and the expense of the lot owner.
18. Structures shall be permitted on lots that adjoin each other side by side without the utility easement separation the, being owned by the same person or entity.
19. Each Lot must meet any and all landscaping minimum requirements by the City of Laredo or the County of Webb. As per City of Laredo ordinance, the lot owner(s) will be responsible for the planting of trees. Trees must be planted in conjunction with the placement of a manufactured home or the construction of a residence. Lot owner(s) will be responsible for planting of grass and its upkeep.
20. LOT OWNER(S) SHALL BE RESPONSIBLE FOR THE REGULAR UPKEEP AND NEAT APPEARANCE OF SAID LOT. THE LOT OWNER WILL BE RESPONSIBLE FOR KEEPING THE LOT CLEAN OF ANY BRUSH, WEEDS, TRASH, RUBBISH, GARBAGE OR ANY OTHER WASTE. IF THE LOT OWNER FAILS TO UPHOLD THIS RESTRICTION, A REASONABLE FINE AND/OR FEE PER INCIDENT WILL BE ASSESSED AND CHARGED TO THE LOT OWNER'S ESCROW ACCOUNT OR TO THE LOT OWNER DIRECTLY. THE FINE AND/OR FEE TO BE ASSESSED IS SUBJECT TO PRIOR WRITTEN NOTICE.
21. IT IS MANDATORY THAT EACH LOT OWNER BE RESPONSIBLE FOR THE PROPER UPKEEP OF ANY GARBAGE CONTAINERS LOCATED ON THEIR LOT. IT IS STRICTLY FORBIDDEN FOR ANY LOT OWNER TO HAVE ANY RUBBISH, TRASH, GARBAGE OR OTHER WASTE UNCOLLECTED, MISPLACED OR CREATING ANY UNSIGHTLY NUISANCE. IF LOT OWNER(S) FAIL TO UPHOLD THIS RESTRICTION A FINE OF TWENTY-FIVE (\$25.00) PER INCIDENT WILL BE ASSESSED AND DEBITED TO THE INDIVIDUAL'S ESCROW ACCOUNT. THE FINE AMOUNT IS SUBJECT TO CHANGE. THE NOTICE BEFORE IT CAN ENFORCED. IF REMM DEVELOPMENT LLC, DECIDES TO CONTRACT WITH A PRIVATE SANITATION COMPANY OF RIVERHILL SOUTH SUBDIVISION, A MONTHLY FEE WILL BE ASSESSED TO EACH LOT OWNER. THE FEE WILL BE CALCUALTED INTO THE INDIVIDUAL'S ESCROW ACCOUNT.
22. ADEQUATE REFUSE CONTAINERS SHALL BE MAINTAINED DURING ANY CONSTRUCTION TO ENSURE THAT THE LOT IS KEPT CLEAN AND SANITARY. IN ADDITION, ADJOINING CURBS AND STREETS SHALL BE KEPT FREE OF DIRT AND DEBRIS DURING CONSTRUCTION AND AT

ALL OTHER TIMES. FAILURE TO COMPLY WITH THIS RESTRICTION MAY RESULT IN A FINE OF UP TO FIVE HUNDRED DOLLARS (\$500.00)

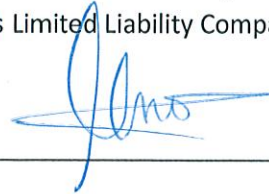
23. Any person or other entity who enforces these Restrictive Covenants in a court action, shall be entitled to recover costs of suit, and reasonable attorney's fees from the property charged, in addition to the remedies provided for therein, at law or in equity.

VI. APPROVAL COMMITTEE

- (a) The initial REMM Development LLC Approval Committee which shall have the power of review, preapproval and enforcement contained in these restrictions, will be composed of Richard M. Hachar and Mercedes Navarro, 3301 Chacota St. #23B, Laredo, Texas 78046. If any member of such committee shall resign or be unable to serve, the remaining limited partners of REMM Development LLC, shall select an individual or individuals to fill such vacancies.
- (b) In the event that any specifications are submitted to the REMM Development LLC's Approval Committee as provided herein, and such committee shall fail to respond to such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required and full compliance with this provision shall be deemed to have been met.
- (c) The terms, restrictions and covenants hereinabove contained shall extend to the successors and assigns of every kind of REMM Development LLC, and all who are or may become owners of any lots in this subdivision.
- (d) REMM Development LLC Approval Committee cannot and will not be held responsible for any error in structural design or for any nonconformance with applicable building codes and/or local laws or regulations or defect in design or construction of any mobile or manufactured home approved by it and placed in the subdivision.

EXECUTED this the 28th day of June, 2019

REMM DEVELOPMENT LLC,
A Texas Limited Liability Company



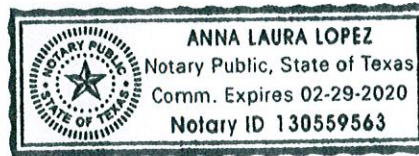
STATE OF TEXAS

COUNTY OF WEBB

This instrument was acknowledged before me on the 28th day of June, 2019, by Mercedes Navarro of REMM DEVELOPMENT LLC, A Texas Limited Liability Company, on behalf of said Company.



Notary Public State of Texas



STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HEREON BY ME AND WAS DULY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY TEXAS AS STAMPED
HEREON BY ME



Margie Rainey Davis
COUNTY CLERK
WEBB COUNTY, TEXAS