

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ENSENADA AT TRES LAGOS PHASE II SUBDIVISION**

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for Ensenada At Tres Lagos Phase II Subdivision (this "Amendment") is made this 4th day of November, 2020, by RHODES DEVELOPMENT, INC., formerly known as RHODES ENTERPRISES, INC. ("Declarant") to amend the covenants, conditions and restrictions affecting land located in Ensenada at Tres Lagos Phase II Subdivision (the "Subdivision"), which is legally described as **Lots 79-161, Ensenada at Tres Lagos Phase II Subdivision, an Addition to the City of McAllen, Hidalgo County, Texas according to the map or plat thereof recorded in Document No. 2995580, Official Records, Hidalgo County, Texas.**

Recitals

WHEREAS, the Subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for Ensenada at Tres Lagos Phase II Subdivision under Document No. 2995576, Official Records, Hidalgo County, Texas (the "Ensenada Phase II Declaration"), as may be amended from time to time;

WHEREAS, in addition to being subject to the Ensenada Phase II Declaration, the Subdivision is also subject to the Master Declaration for the Tres Lagos Residential Development recorded under Document Number 2821589, Official Records, Hidalgo County, Texas (the "Master Declaration"), as may be amended and supplemented from time to time;

WHEREAS, Section 5.03 of the Ensenada Phase II Declaration allows Declarant to unilaterally amend the covenants, conditions and restrictions to which the Subdivision is subject during the Development Period;

WHEREAS, the Development Period has not expired;

WHEREAS, the Declarant desires to amend the Ensenada Phase II Declaration to incorporate certain changes; and

WHEREAS, this Amendment does not materially affect the security, title or interest of any mortgagee of a Lot located in the Subdivision.

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

1. Article Two, Section 2.16 of the Ensenada Phase II Declaration is hereby amended to read as follows:

"2.16 Fences. The ARC shall approve the front setback of each fence as per the individual Lot Plot Plat. All dwellings are to have a 6-foot Pre-Finished Cedar-Tone Gold Douglas Fir Dog-Ear Fence Picket attached to galvanized metal posts, or such other fencing material and/or color as approved by the ARC in writing, extending perpendicular from the side of the dwelling to the adjoining Lot's property line (the "Front Fences") and along the side property lines of the Lot in order to screen the side and rear yards from the view of the neighboring Lots (the "Side Fences" and, collectively with the Front Fences, the "Fences"). The Fences must be installed at time of substantial

completion of the dwelling. Each Front Fence shall have a gate approved by the ARC no greater than four feet (4') in width. If the adjoining Lot is vacant, the Front Fence will terminate at the property line and the Side Fences shall be constructed on the side property lines. If the adjoining Lot already has Fences, then such Owner shall construct only a Side Fence to match up with and tie into the existing Fence of the adjoining Lot. Each Owner shall maintain (i) the Front Fences located on such Owner's Lot, and (ii) the side of the Side Fences facing such Owner's Lot, whether constructed by such Owner or not.

The maintenance, repair, and replacement of PID owned fences situated on the Lots shall be the responsibilities of the Owner and/or Owners who own the Lot or Lots on which such fences are located, and in no event shall the Association be responsible for the maintenance, repair, and replacement of such fences. Repairs or alterations to any PID owned fence must be approved by the ARC and PID in advance and shall use PID approved materials and labor. Where PID owned fences fall on the property line, the Owner shall be responsible for maintaining its side of such fence only."

2. In all other respects, the undersigned Declarant confirms all other terms and conditions of the Ensenada Phase II Declaration.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the 4 day of November, 2020.

RHODES DEVELOPMENT, INC., a Texas corporation

By: 
NICK RHODES, President

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on November 4, 2020, by **NICK RHODES**, President of **RHODES DEVELOPMENT, INC., a Texas corporation**, on its behalf in said capacity.


Notary Public, State of Texas

