

**Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540**

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**RESTRICTIONS**

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

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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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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, Texas



## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CARMEN AVILA PHASE 3

THE STATE OF TEXAS     §

KNOW ALL MEN THESE PRESENTS

COUNTY OF HIDALGO     §

WHEREAS, Jefferson Road Property Investments, LLC, a Texas limited liability Company, hereinafter called "Declarant", is the Owner in fee simple of certain real property located in Hidalgo County, Texas, which is identified in that certain plat recorded as Instrument Number 3467648 in the Official Records of Hidalgo County, Texas, attached herein as "Exhibit A".

WHEREAS, Declarant desires to subject all of the Property to the protective covenants, conditions, restrictions, liens and charges as hereinafter set forth, pursuant to an established general plan for the improvement and development of said Property;

NOW, THEREFORE, it is hereby declared that all of the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parting having any right, title, or interest in or to the Property or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants and conditions shall insure to the benefit of each Owner thereof. Each contract or deed, which may be hereafter executed with regard to any of the Property, shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract of deed):

### ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean one or more non-profit corporations, including its successors, assigns, or replacements, created under the laws of the State of Texas, with the first being the CARMEN AVILA PHASES 3-7 POA, INC. Declarant is hereby authorized to incorporate one or more entities to provide the functions of the Association. No more than one such non-profit corporation shall be in existence at any one time, provided however, the formation of a sub-association is permitted. The Association has jurisdiction over all properties located within the Property. For purposes of clarity, when Association is used herein, that term includes the authority, rights, remedies and obligations of the non-profit corporation, and the authority of the Board, as defined herein, to carry out the authority, rights, remedies and obligations of the Association.

Section 2. “**Board of Directors**” shall mean and refer to the Board of Directors of the Association which will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

Section 3. “**Bylaws**” shall mean and refer to the Bylaws of the Association, as amended from time to time.

Section 4. “**Common Areas**” shall mean and refer to the entryway and commensurate structures or improvements thereon (if any).

Section 5. “**Declarant**” shall mean and refer to **Jefferson Road Property Investments, LLC**, a Texas limited liability company, its successors and assigns, or any subsidiary company controlled by Victor Daniec in its capacity as the developer of the Property.

Section 6. “**Development Period**” shall mean the period of time commencing as of the date hereof and terminating as of December 31, 2040 during which Declarant reserves a right to facilitate the development, construction, and marketing of the Property.

Section 7. “**Guidelines**” shall mean general, architectural and/or builder guidelines, and application and review procedures, if any, that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any Lot, which Guidelines may be promulgated and amended by the Board, with the approval of the Declarant during the Development Period. There shall be no limitation on the scope of amendments to the Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Guidelines less restrictive. Guidelines are enforceable by the Association.

Section 8. “**Maintenance**” shall mean the exercise of reasonable care to keep the common areas, monument sign, and other related improvements and fixtures, whether enumerated or not, in the Common Areas in a condition comparable to their original condition, normal wear and tear excepted.

Section 9. “**Member**” shall mean every person or entity who holds membership in the Association as set out in Article II.

Section 10. “**Member in Good Standing**” shall mean and refer to each Member of the Association who (i) is not in default in payment of any assessments levied by the Association in accordance with the terms of this Declaration; (ii) nor in receipt of a notice of default from Declarant or the Association pertaining to any default under this Declaration or any rule or regulation promulgated by the Association, which default remains uncured in the opinion of the Declarant or the Association; (iii) nor named as a party in any pending legal action, suit or proceeding involving an alleged violation of this Declaration brought by the Declarant, the Association, or any other party with standing to enforce any provision of the Declaration.

Section 11. "**Mortgage**" shall mean a lien granted by an Owner against a Lot not prohibited by the Texas Constitution.

Section 12. "**Owner**" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but shall not include holding title merely as security for performance of an obligation.

Section 13. "**Texas Residential Property Owners Protection Act**" shall mean Chapter 209 of the Texas Property Code (TPC) as same may be amended from time to time. This Declaration of Covenants, Conditions and Restrictions is subject to Chapter 209 TPC. Any provision herein prohibited by Chapter 209 TPC is void and unenforceable.

Section 14. "**TPC**" shall mean the Texas Property Code as same may be amended from time to time.

Section 15. "**Lot**" shall mean any of the 255 thru 403 numbered Lots of land shown on the attached Property map attached herein as "Exhibit A."

## ARTICLE II.

### ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND POWERS

Section 1. "**Membership**" Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. "**Voting Rights**" The Association shall have two (2) classes of voting Members as follows:

Class A. Class A members shall be all Owners with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they shall determine among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Class A members.

Class B. The Class B members shall be Declarant, who shall be entitled to exercise ten votes for each Lot owned and ten votes for each Lot on which it possesses a lien. The Class B membership shall cease and be converted to Class A membership when the Class B Member no longer retains a lien on any portion of the Property.

Section 3. "**Powers**" The Association shall have all of the powers of a non-profit corporation organized under the Business Organization Code of the State of Texas, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Certificate of Formation, the Bylaws, or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this

Declaration, the Certificate of Formation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including without limitation the following powers: to own real and personal property, to open bank accounts, to enforce this Declaration as herein provided, to obtain a policy or policies of insurance insuring the Association and its members, to make physical improvements to the Common Areas as the Association shall deem to be in the best interest of the Property and the Owners, Borrower funds from Developer to fund the initial year's operating expenses, to contract for legal, accounting and other professional services, to contract for security, paving, landscaping and /or any other services, to borrow funds, to employ employees directly or through an operator, to bring an action(s) for injunctive relief and/or damages against any Owner for failure to comply with any Article and/or Section herein, and to otherwise do that which it believes necessary to protect or defend the Common Areas and facilities located therein, the Association and/or any of its properties from loss or damage, by suit or otherwise.

Section 4. "**Board of Directors**" The affairs of the Association shall be managed by a Board of Directors which will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. The number of directors and the initial members of the Board of Directors shall be as set forth in the Certificate of Formation of the Association. The Declarant shall appoint the Board of Directors during the Development Period, unless Declarant voluntarily cedes control of the Association to the Owners by written notice to all Owners at least ninety (90) days prior to the next annual meeting.

Section 5. "**Authority to Promulgate Rules, Regulations and Policies**" The Board of Directors has the authority, without the obligation, to promulgate, amend, cancel, limit, create exceptions to, and enforce reasonable rules, regulations and policies, including but not limited to rules, regulations and policies concerning the administration of the Property, the enforcement of the Declaration, the use and enjoyment of the Property, limitations on the use of the Common Area, establishing and setting the amount of fines for violations of the Association rules, regulations and policies and all fees and costs generate in the enforcement of the Declaration. Such rules, regulations and policies shall be binding upon all Owners and occupants, if any. The rights and remedies contained in this Article are cumulative and supplement all other rights of enforcement under applicable law.

### ARTICLE III. ASSESSMENTS

Section 1. "**Lien and Personal Obligation of Assessments**" Declarant hereby covenants for each Lot within the Property, and each Owner of a Lot is hereby deemed to covenant by acceptance of their deed for such Lot, whether or not it shall be so expressed in their deed, to pay to the Association (i) annual assessments and (ii) special assessments. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing contract lien on each Lot against which such an assessment is made (the "Assessment Lien").

Such lien shall be at all times superior to any claim of homestead by or for any Owner. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person or persons who own the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them. However, all future transferees of Lots shall have the obligation, prior to purchase, to verify with the Association and/or Declarant that such assessments have been paid to date and that the property to be acquired is free and clear of all assessed indebtedness.

Section 2. "**Purpose of Annual Assessments**" The annual assessments levied by the Association shall be used exclusively to

- (a) Maintain the Common Areas, Right of Ways between pavement and lots. Cut, mow or maintain any county ROW not kept up with by the city or county. Pay for additional streetlights. Maintain any monument signs in the development.
- (b) To install, maintain, repair, and provide for the operation and upkeep street lights, common areas, parks, drainage retention areas, fences, entrance signs, gates and any ROW maintenance required.
- (c) To pay all utilities used by the Association.
- (d) At the discretion of the Board of Directors, to purchase liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the reasonable discretion of the Association.
- (e) At the discretion of the Board of Directors, to purchase a standard fidelity bond covering all Directors and Officers of the Association and all other employees of the Association in an amount to be determined by the Association.
- (f) The Assessments shall be used exclusively for the purpose of promoting the comfort, health, safety and welfare of the Owners, the maintenance and improvement of the Property owned by the Association, and for carrying out the purposes of the Association as stated herein or as otherwise provided in the Articles of the Association.

Section 3. "**Annual Assessments**"

(a) Until January 1, 2024, the maximum annual assessment shall be Ten and 00/100ths Dollars (\$10.00) per Lot.

(b) Commencing with January 1, 2024, and continuing thereafter, all assessments shall be fixed by the Association at least thirty (30) days in advance to take effect on January 1<sup>st</sup> of each calendar year, after giving due consideration to the anticipated cost of all Common Areas Maintenance obligations, and other costs of operations for the Association. The Association shall have the right to collect such assessments in advance on either an annual, quarterly, or monthly

basis. If at any time the Association determines that the assessments for that fiscal year are insufficient to discharge all costs to be incurred or payable during that assessment year by the Association, the Association may increase the assessments by special assessment to cover such costs (incurred or to be incurred), and such increase shall become effective as determined by the Association.

(c) The annual assessment may not be increased each year by more than ten percent (10%) above the annual assessment for the previous year unless approve by a Majority Vote of the Members as defined in the Bylaws.

Section 4. **“Special Assessments for Capital Improvements”** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement (including, but not limited to lighting and/or monument signs) on the Common Areas or county ROW, including fixtures and personal property related thereto.

Section 5. **“Notice and quorum for action authorized under Section 3”** The number of votes present at a meeting that will constitute a quorum shall be as set forth in the Bylaws of the Association, as amended from time to time. Notice requirements for any and all actions to be taken by the members of the Association shall be as set forth in the Bylaws, as the same may be amended from time to time. The Majority Vote of the Members entitled to vote on a matter, as defined in the Bylaws, shall be the act of the Members, except as otherwise expressly provided for in this Declaration.

Section 6. **“Uniform rate of assessment”** Both annual and special assessments must be fixed at a uniform per acre rate for all Lots.

Section 7. **“Commencement and collection of annual assessment”** The annual assessments provided for therein shall commence as to all Lots on recording of the Declaration. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association may file a lien affidavit evidencing nonpayment of assessments or other charges pursuant to Section 209.0094 TPC as same may be amended.

Section 8. **“Resale Certificate”** Not later than the 10<sup>th</sup> business day after the date a written request for information is received from an owner or the owner’s agent, a purchaser of property or the purchaser’s agent, or a title company or its agent acting on behalf of the owner or purchaser, the Association shall deliver a Resale Certificate consistent with Section 207.003 TPC as same may be amended.

Section 9. **“Effect of nonpayment of assessments and remedies of the Association”** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest at the maximum rate permitted by law from the due date until paid. The

Association may bring an action at law against the Owner personally obligated to pay the same, or may judicially foreclose its assessment lien against the Owner's property in accordance with Sections 209.0091, 209.0092, and 209.010, TPC. At any foreclosure proceeding, any person, including but not limited to the Association and any Owner, shall have the right to bid for the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Association following foreclosure, no assessment shall be levied on it. Suit to recover a money judgment for unpaid assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10. "**Right of Redemption after foreclosure**" The Owner of a Lot or Owner's lienholder of record may redeem the Lot from any purchaser at a sale foreclosing the Association's assessment lien not later than the 180<sup>th</sup> day after the date the Association mails written notice of the sale to the Owner and Owner's lienholder in accordance with Sections 209.10 and 209.11, TPC.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of their Lot.

Section 11. "**Subordination of assessment lien to Mortgages**" The assessment lien provided for herein shall be subordinate to the lien of any Mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Where the beneficiary of a Mortgage obtains title pursuant to judicial or non-judicial foreclosure, neither it nor its successors and assigns shall be liable for the assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Assessments shall be deemed to be common expenses collectible as a common expense from the remaining Members of the Association, including such acquirer, its successors and assigns.

#### ARTICLE IV.

#### SUBDIVISION RESTRICTIONS

##### 1. Use.

(a) **Commercial and/or Residential.** Lots 292 through 297 may be utilized either for **commercial business purposes or as a permanent single-family residence; said lots may serve both functions concurrently if the Hidalgo Planning Department permits and approves such use.** Commercial use is only permitted if the owner of the lot obtains the written approval of the Hidalgo County Planning & Health Department, the Hidalgo County Fire Marshall, and Developer. Any and all utility upgrades required for such use shall be at lot



owner's sole expense. Any billboard advertising other than for the business that is operating on the lot must first have written approval from Developer. Developer may designate any lot for a temporary construction and lot sales office.

(b) **Residential Use.** Lots 255 through 291 & lots 298 through 403 shall be used for residential use only. Any improvements thereon shall be used for residential purposes only. There shall be only one single-family detached dwelling on each lot. Residential use includes single-family residential uses and multi-family duplex, residential apartment or townhouse uses. Should the lot owner wish to deviate from this intended use, they must obtain the written approval of the Hidalgo County Planning & Health Department, the Hidalgo County Fire Marshall, and Declarant. Any and all utility upgrades required for such use shall be at lot owner's sole expense. Notwithstanding the above, the Developer and/or Developer's assigned, in its sole and absolute discretion, may designate one or more lots to be used as a park or other social service purpose by recording an amendment of these Restrictive Covenants in the manner permitted herein.

(c) **Prohibited Uses.** Use of the Property for topless or nude bars and/or topless or nude restaurants is prohibited. Use of the Property for adult (sexually oriented) bookstores or adult video sales or rentals is prohibited. Use of the Property for auto or metal salvage yards is prohibited.

## 2. **Structures.**

(a) No mobile home, structure, building or house may be moved onto or constructed on any lot until the owner of the lot has obtained prior written consent from Developer or his Agent. Declarant or his Agent may grant or withhold such consent at Developer or his Agent's sole discretion.

(b) No more than one single-family residence or mobile home per lot is permitted. No mobile home or travel trailer or building or house constructed at another location may be moved onto any lot until the owner of the lot has obtained written consent from Developer. Developer may grant or withhold such consent in Developer's sole discretion. All homes constructed on the lot or moved onto the lot must have the exterior painted prior to occupying the structure. Any structure deemed unacceptable by developer must be removed from the lot within 10 days of demand.

(c) Any single-family residence must have a ground floor living area of not less than 400 square feet, exclusive of open or screened porches, patios, or garages. Mobile homes used as permanent residences shall be permanently installed with axles removed; skirting installed on all sides and must be tied down with anchors. **Travel trailers are not allowed for use as permanent residences but may be used temporarily while constructing a residence and may be placed on the property for a period of 2 years (duration) maximum from the first date of placement.**

(d) No School bus of any kind shall ever be occupied as a residence on any lot in the Subdivision.

(e) All lots shall be subject to the minimum building set-back requirements and easements shown in the General Notes on the subdivision plat. If lot owner moves onto or builds a structure on a lot without complying with these Restrictive Covenants, including setbacks, and required approvals, **the owner may be required to remove any non-complying structure off the lot or easement at owner's expense.**

(f) No building or other structure shall be erected on any lot without a construction permit, as required, from Hidalgo County or any city having extra-territorial jurisdiction over the property. Refer to subdivision plat for easements and building set-backs.

**3. Sewerage.**

(a) No outside toilets will be permitted on any lot in the Property. No building or mobile home which does not contain a functioning bathroom may be occupied. No structure shall be occupied until water is hooked up. No building or mobile home may be occupied until connected to **City of Edinburg sewerage disposal system.** All additions or upgrades to sewer system shall be at the expense of each lot owner.

(b) Sewer Tap, and Water Meter shall become fixtures attached to and transferred with the property. These fixtures shall be used and maintained by the lot owner in strict compliance with applicable Federal, State, County and City laws and/or requirements.

**4. Garbage and Trash Disposal.** No lot shall be used as a dumping ground for rubbish or anything else. Trash, garbage, and other waste shall be kept in closed sanitary containers and removed in a proper and timely manner. Burning trash is not permitted on any lot. No hazardous or toxic materials are allowed in the Subdivision at any time. No trash, rubbish, or garbage shall be allowed to accumulate on any lot other than in sanitary containers awaiting removal. Containers for storage and disposal of such materials shall be kept in a clean and sanitary condition.

**5. Electrical.** Every structure should be hooked up to its own electric service. Sharing electricity with neighboring properties or adjacent properties is strictly prohibited. Electrical lines or electrical cords above ground from lot to lot or crossing the street to an adjacent property are prohibited.

**6. Unightly Storage.** No more than 3 vehicles shall be allowed on each lot unless the lot owner has obtained the written permission of Developer to have more than 3 on a lot. No vehicle shall be kept or stored on any lots or driveways, unless such vehicles are in running condition. All inoperable vehicles shall be kept in enclosed garages or storage facilities protected from the view of the public or other residents of the Property. No tractor-trailer rigs (so called "18-wheelers") may be parked on any street in the Subdivision at any time except for delivery or

pickup of household items. No toxic or hazardous materials may be stored on any lot or be in an 18-wheeler storage tank trailer within the subdivision at any time. No building materials shall be stored on a lot except during construction of a dwelling. No unsightly trailers, debris, junk cars, automobile parts, appliances, machinery, building materials, or the like shall be kept or stored outside. If any owner of lot violates this provision, Developer or Developer's agent may, but shall not be required to, enter onto such owner's lot and remove such eyesore after giving written notice to such lot owner by certified mail, return receipt requested. If the lot owner fails to remove such eyesore as required in this paragraph within 10 days after the date of notice, Developer may do so and charge the lot owner its actual expense incurred in removing such eyesore for each time that the Developer does so. Developer shall have a lien on each lot to secure payment of such expenses. Such lien shall be superior to all other liens except a valid lien which secures part or all of the purchase price of the lot and/or construction or improvement of the residence located on the lot. Developer is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The owners of the lots expressly grant to Developer a power of sale, though a trustee designated in writing by Developer, in connection with such liens.

**7. Animals.**

(a) No horses, cattle, poultry, pigs, hogs, livestock, sheep, goats, and other common barnyard animals shall not be allowed of any kind (other than house pets) may be kept on any lots but small barn yard fowl such as chickens or guinea hens for consumption by the family residing on the lot where kept shall be allowed only if such fowl are completely penned.

(b) House pets when not kept inside the residence upon any lot shall be leashed or confined, and shall not, under any circumstances, be permitted to run at large within the Subdivision. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any lot. No commercial swine operation allowed.

**8. Grass and Weeds.**

(a) The owner of each lot shall keep grass, weeds, and vegetation trimmed or cut so that the same shall not become a public nuisance. For the purpose of these restrictive covenants, "a public nuisance" shall be deemed any grass, weeds and vegetation taller than 12 inches. If the owner of a lot fails to do so, Developer or HOA may, but is not required to, send written notice to the lot owner at their address of record at time of such default. The owner of a lot will have 10 days after the date of the notice to cure default. If the owner of a lot fails to do so, Developer may enter onto the owner's lot after notice (email, phone call, text, or mail) to mow, trim, and/or shed such vegetation. Developer will charge the lot owner a minimum of **\$150.00** and at a price commensurate with the lot condition for each time that the Developer does so. Developer shall have a lien on each lot to secure payment of the fee for mowing and trimming the lot. Such lien shall be superior to other liens except a valid lien which secures part or all of the purchase price of the lot and/or construction or improvement of the residence located on the lot. Developer is authorized to enforce the lien through any available remedy, including nonjudicial foreclose pursuant to Texas Property Code Section 51.002. The owners of lot expressly grant to Developer a power of sale, through a trustee designated in writing by Developer, in connection with such

liens. Lot owners are required to cut and maintain right of way (R.O.W.) in the front portion of their lot, which extends from the property lot line to the back edge of the curb. If ROW is not cut by lot owner the association at its sole discretion may cut and charge a reasonable fee to the lot owner.

9. **Nuisances.** No noxious or offensive activity shall be carried on or maintained on any part of the Property, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

10. **Discharge of Firearms.** Discharge of firearms is not permitted on any part of the Property/lot at any time.

11. **Easements, Etc.** No building may be moved or constructed over any easement (i.e. gas utility lines, utility easements).

12. **Fences.** All lots must be fenced within 2 years of purchasing the property.

13. **Driveway Curb Cuts** All concrete curb cuts for driveways, walkways, or any other use, must be constructed in a neat and professional manner, subject to the Declarant's approval. No impediment of curb/gutter function and/or water flow is permitted.

14. **Covenants Running with the Land.** All of the restrictions and covenants herein provided for and adopted apply to each and every lot and shall be covenants running with the land. Developer/Declarant and its assigns shall have the right but not the obligation, to enforce observance and performance of same, and shall have the right, in addition to legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the Property affected shall likewise have the right but not the obligation, either to prevent a breach of any such restriction or covenant or to enforce the performance thereof. In the event of such a breach or violation of any lot the covenants, conditions, reservations, or restrictions herein contained making it necessary for any person entitled by the terms hereof to take action by reason of such breach necessitating the employment of counsel and/or court costs, then, if such action be successful, all costs and attorney's fees so incurred shall be paid by the owner of the lot or lots in connection with which the breach occurred.

15. **Partial Invalidity.** Invalidation of any provision hereof (by court judgment or otherwise) shall not affect in any way the validity of all other provisions hereof, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter the Property of the violator and correct the violation, or to require that same to be corrected.

16. **Duration of Restrictions.**

(a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect until August 1, 2053.

(b) At the end of the term provided in 15(a) above, and at the of each 10 year extension herein provided, the restrictions and covenants herein provided for shall be automatically renewed and extended for succeeding periods of 10 years such, unless within 6 months prior to the date such restrictions and covenants would otherwise be automatically extended, an instrument shall have been signed by the owners of a majority of the lots in the Subdivision and shall have been recorded in the Office of County Clerk of Hidalgo County, Texas agreeing to change said restrictions and covenants in whole or part or to terminate the same.

(c) Notwithstanding the preceding two paragraphs, these Restrictive Covenants may be ended by Developer and or Developer's assigned so long as Developer or Developer's assigned has title to one of lots in the Subdivision. No amendment by Developer or Developer's assigned shall be effective until Developer has recorded an instrument executed and acknowledged by Developer setting forth the amendment in the Official Records of Hidalgo County, Texas.

## ARTICLE V. GENERAL PROVISIONS

Section 1. "**Enforcement**" Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. "**Severability**" Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

### Section 3. "**Amendments**"

(a) Declarant. During the Development Period, the Declarant may unilaterally amend this Declaration for any purpose, provided the Amendment has no material adverse effect upon any right of any Owner, including the right to amend this Declaration, if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which is in conflict therewith, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property, or (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee Mortgage loans on any portion of the Property.

(b) Owners. Except as otherwise specifically provided above, or elsewhere in this Declaration, this Declaration may be amended if agreed to in writing by the then Owners of at least sixty-seven (67) percent of the lots. No amendment may remove, revoke, or modify any

right or privilege of Declarant without the consent of Declarant, or its assignee of such right or privilege.

(c) **Validity and Effective Date of Amendments.** Amendments to this Declaration shall become effective upon recordation in the Official Records of HIDALGO County, Texas, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate as a waiver or amendment of any provision of this Declaration.

Section 4. **“Subordination”** No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any Mortgage made in good faith and for value as to any Lot therein; provided, however, that such conditions shall continue to be binding on any Owner whose title is acquired by foreclosure, trustee’s sale or otherwise.

Section 5. **“Duration”** The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Declarant, Association, or any Owner for a period of thirty (30) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then Owners of at least sixty-seven (67) percent of the lots.

Section 6. **“Compliance with Laws”** At all times, each Owner shall comply with applicable federal, state, county, and municipal laws, ordinances, rules and regulations with respect to the use, occupancy, and condition of their Lot and any improvements thereon. If any provision contained in this Declaration or amendment is found to violate any law, then the provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

EFFECTIVE as of this 30 day of August, 2023.

*Signature on Following Page*

By: Jefferson Road Property Investments,  
LLC, a Texas limited liability company

By: *Victor J. Daniec*  
Victor J. Daniec, Managing Member

**Acknowledgment**

THE STATE OF TEXAS     §  
   §  
COUNTY OF HIDALGO     §

This instrument was acknowledged before me on the 30 day of AUGUST, 2023,  
by Victor J. Daniec, Managing Member of Jefferson Road Property Investments LLC, a Texas  
limited liability company.

*D. Janik*  
NOTARY PUBLIC, State of Texas

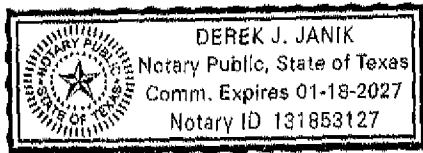


EXHIBIT A

SUBDIVISION PLAN OF CARMEN AVILA SUBDIVISION PHASE III

THIS PLAN IS THE PROPERTY OF THE ENGINEER AND ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND ARCHITECT.

THE ENGINEER AND ARCHITECT HAS CONDUCTED A VISUAL SURVEY OF THE SITE AND HAS FOUND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

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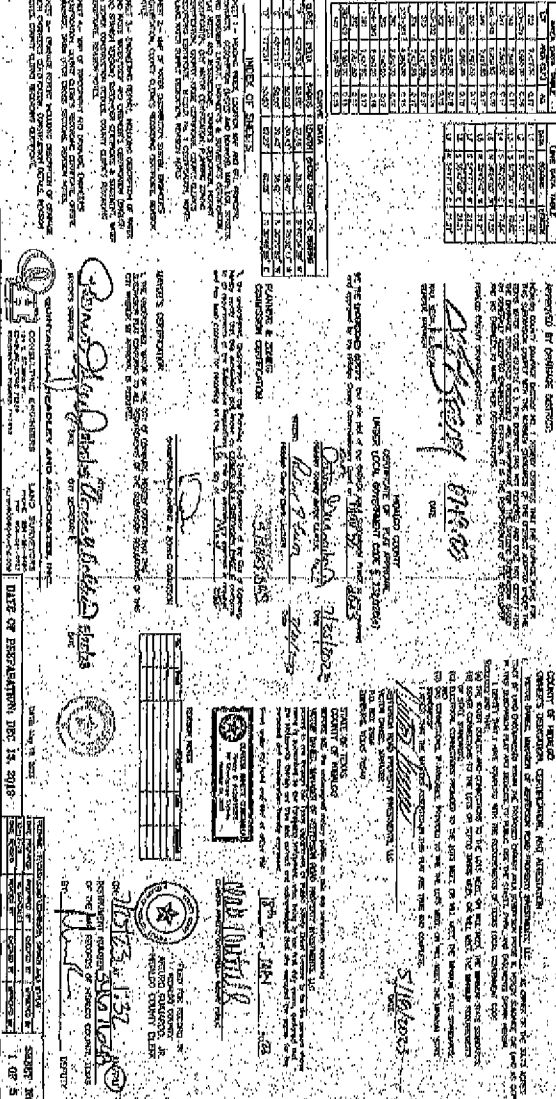
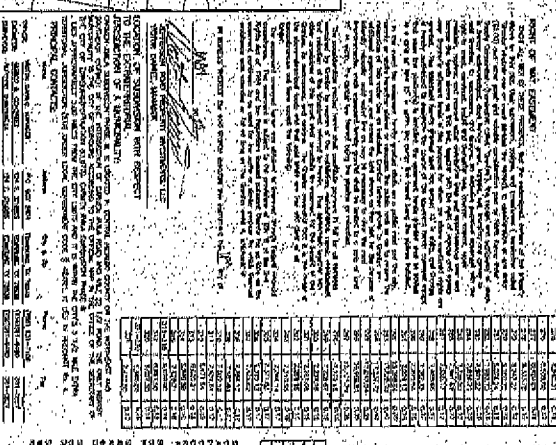
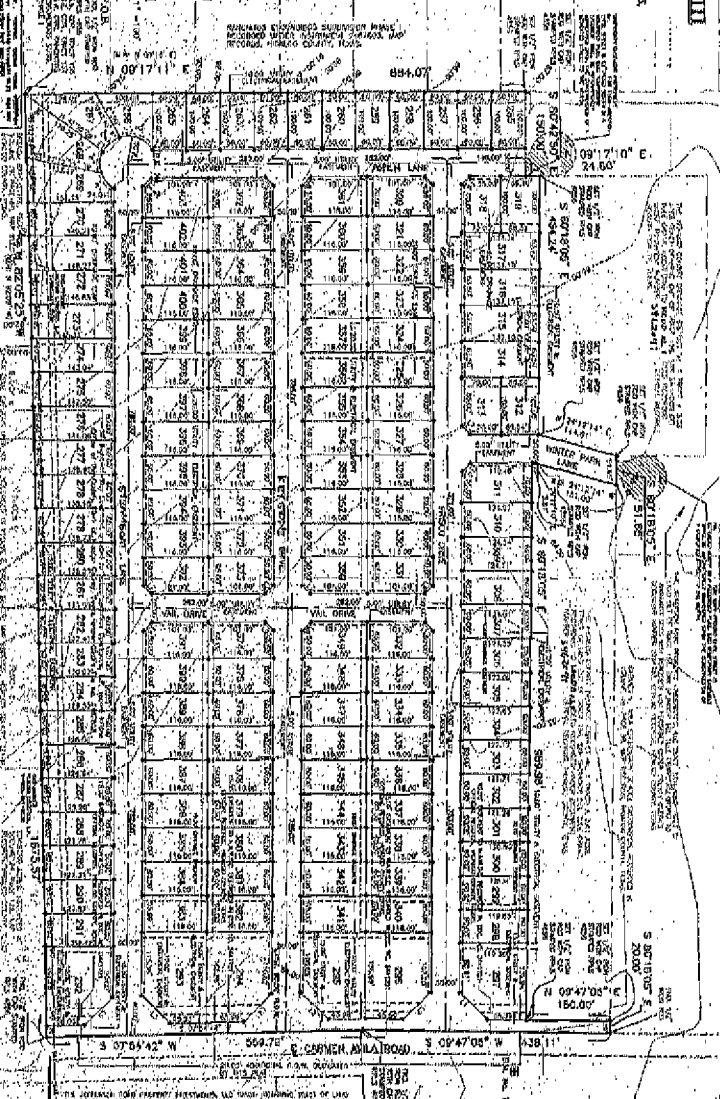
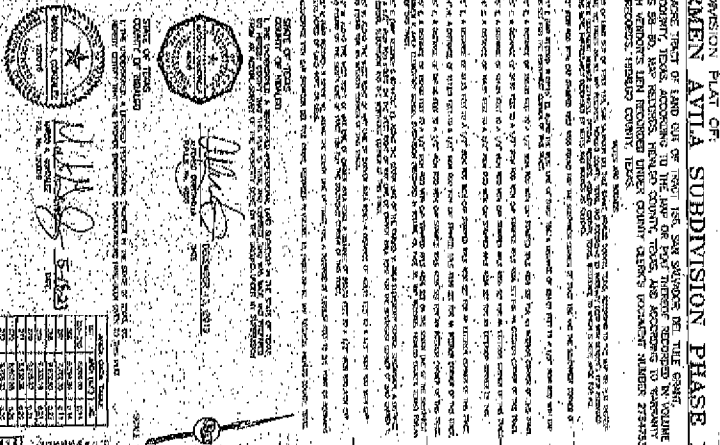
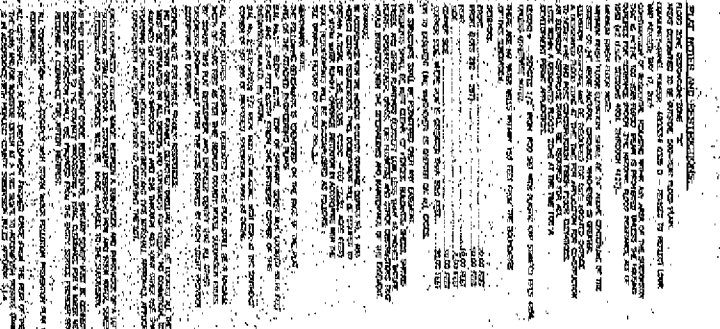
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DATE OF SUBDIVISION: DEC 15, 2018

DATE OF REVISION: DEC 15, 2018

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