

**FIRST-AMENDED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
VALENCIA HOA, INC MASTER MIXED-USE PROPERTY OWNER'S ASSOCIATION**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CAMERON

WHEREAS, E&J WAREHOUSE AND LOGISTICS LLC, a Texas limited liability company, hereinafter called "Declarant", is the Owner in fee simple of certain real property located in Cameron County, Texas, to wit:

See Exhibit "A" (the "Property"), excluding the following commercial lots owned by Declarant;

- 1 Lot 1 Block 1 Harlingen North Business Center Subdivision (CCMR C1-2864A REC 11-14-07)
- 2 Lot 2 Block 1 Harlingen North Business Center Subdivision (CCMR C1-2864A REC 11-14-07)
- 3 Lot 1 Block 2 Harlingen North Business Center Subdivision (CCMR C1-2864A REC 11-14-07)
- 4 Lot 2 Block 2 Harlingen North Business Center Subdivision (CCMR C1-2864A REC 11-14-07)
- 5 Lot 7 Block 2 Harlingen North Business Center Subdivision (CCMR C1-2864A REC 11-14-07)
- 6 Lot 8 Block 2 Harlingen North Business Center Subdivision (CCMR C1-2864A REC 11-14-07)
- 7 Lot 1 Block 3 Harlingen North Business Center Subdivision (CCMR C1-2864A REC 11-14-07)
- 8 Lot 2 Block 3 Harlingen North Business Center Subdivision (CCMR C1-2864A REC 11-14-07).

The term "The property" shall refer to the all lots in Exhibit "A", EXCEPT the commercial lots listed above, which are owned by the Declarant and shall not be governed by these declarations and shall not enjoy any benefits of the benefits and rights described herein.

WHEREAS, Declarant desires to subject all the above-described 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 mixed-use property, pursuant to section 215.009 of the Texas Property Code (Master Mixed-Use Property Owner's Association).

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 I** **DEFINITIONS**

Section 1. **"Association"** shall mean and refer to the Valencia HOA, Inc., a non-profit corporation, its successors and assigns or replacements, which will be formed by the Declarant for the purpose of enforcing the covenants, restrictions and agreements set forth herein, and shall be more specifically identified in the Management Certificate prescribed by Texas Property Code Section 215.009.

Section 2. **"Articles"** means the articles of incorporation of the Mixed-Use Association filed with the Texas Secretary of State.

Section 3. **"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 4. **"Bylaws"** shall mean and refer to the Bylaws of the Association, as amended from time to time.

Section 5. **"Committee"** shall mean the Architectural Control Committee as the same is set out in Article VIII hereinafter.

Section 6. **"Common Areas"** shall mean and refer to all real property located within the boundaries of the Subdivision which are not otherwise located within or in on a part of any lot, as set forth on the plat or map of the Subdivision as recorded in the Map Records of Cameron County, Texas, together with any improvements located thereon, including, but not limited to, the perimeter fence constructed by the Declarant, entry monuments, brick pavers, streets, alleys, gates and all landscaping and area lights provided by the Declarant for the benefit of the Subdivision. Specific common areas for mailboxes is attached at Exhibit "B".

Section 7. **"Declarant"** shall mean and refer to E&J Warehouse LLC, a Texas limited liability company, its successors and assigns, in its capacity as the developer of the Subdivision.

Section 8. **"Declaration"** means this instrument as it may be amended from time to time.

Section 9. **"Design Guidelines"** means the Design Guidelines adopted pursuant to the Master Covenant.

Section 10 **"Dwelling Unit"** means any portion of a structure or improvement constructed upon a Unit which may be used in whole or in part for residential purposes.

Section 11. **"Lot"** shall mean any of the lots shown on the recorded Subdivision maps encompassing any of the property referred to above with the exception of the Common Areas. No "half" or "partial" lots will be sold.

Section 12. **"Master Association"** means the Valencia Unitowners Association, Inc. a Mixed-Use Association.

Section 13. **"Master Development Agreement"** or "MDA" means the Master Development Agreement between the Declarant and the City of Harlingen, a Texas Unit rule city and municipal corporation. The MDA covers all of the Mixed-Use Property and adopts certain standards for the development thereof.

Section 14. **"Member"** means every person or entity who holds membership privileges in the Mixed-Use Association.

Section 15. **"Maintenance"** shall mean the exercise of reasonable care to keep buildings, streets, alleys, curbs, gates, fences, sprinklers, fountains, signs, landscaping, lighting, 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. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 16. **"Member"** shall mean every person or entity who holds membership in the Association as set out in Article II.

Section 17. **"Mixed-Use Assessment"** means all assessment(s) imposed by the Mixed-Use Association under this Declaration.

Section 18. **"Mixed-Use Association"** means the Mueller Mixed-Use Community, Inc., a Texas non-profit corporation, to be created pursuant to Article 4.

Section 19. **"Mixed-Use Board"** means the Board of Directors of the Mixed-Use Association.

Section 20. **"Mixed-Use Common Area"** means any property and facilities that the Mixed-Use Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Unit. The Mixed-Use Common Area also includes any property to which the Mixed-Use Association holds possessory rights under a lease, license or any easement in favor of the Mixed-Use Association. The Master Declarant from time to time and at any time may designate Mixed Use Common Area.

Section 21. **"Mixed-Use Covenant"** means this instrument as it may be amended from time to time.

Section 22. **"Mixed-Use Restrictions"** means this Declaration, the Bylaws or any rule adopted by the Mixed-Use Board.

Section 23. **"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 the Declaration; (ii) nor in receipt of a notice of default from Declarant or the Association pertaining to any default under the Declaration or any rule or regulation promulgated by the Association, which default remains uncured in the opinion of the Declarant; (iii) nor names as a part in any pending legal action, suit or proceeding involving an alleged violation of the Declaration brought by the Declarant, the Association, or any other party with standing to enforce any provision of the Declaration.

Section 24. **"Mortgage"** shall mean a conventional mortgage or a deed of trust.

Section 25. **"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, and shall include contract sellers, but shall not include holding title merely as security for performance of any obligation.

Section 26. **"Subdivision"** shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 27. **"Supplemental Covenant"** means a separate instrument filed pursuant to this Mixed-Use Community Covenant containing covenants, restrictions, conditions, limitations and/or easements affecting a portion of the Mixed-Use Community.

Section 28. **"Unit"** means a portion of the Mixed-Use Community, whether improved or unimproved, depicted as a separately identified lot, condominium unit, or parcel on a recorded subdivision plat, or condominium instrument, which may be independently owned and conveyed. The term "Unit" refers to the land, if any, which is part of the Unit, as well as to any structures or other improvements on the Unit. In the case of a building within a condominium or other structure containing multiple units that may be independently owned or conveyed, each such unit will be deemed to be a separate Unit. A parcel of land is considered a single Unit until a subdivision plat or condominium instrument is recorded subdividing it into more than one Unit. The term does not include Mixed-Use Common Area or any property dedicated, in whole or in part, to the public.

## **ARTICLE II** **ORGANIZATION, ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Section 1. **"Organization"** The Mixed-Use Association will be a non-profit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in the Articles, Bylaws or in this Declaration. Neither the Articles nor Bylaws will be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or the Master Covenant. Declarant will cause the Mixed-Use Association to be created on or before the conveyance of all or any portion of the Mixed-Use Community to a third party other than Declarant.

Section 2. **“Membership”** Every Owner of a Lot/Unit shall be a member of the Association. One or more Owners of a Lot shall be able to vote only one vote per Lot or Unit. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

- (a) Any Person, upon becoming an Owner, will automatically become a Member of the Mixed-Use Association. Membership will be appurtenant to and will run with the ownership of the Unit that qualifies the Owner thereof for membership. Membership in the Mixed-Use Association may not be severed from the ownership of a Unit, or in any way transferred, pledged, mortgaged, or alienated, except together with the title to the said Unit.
- (b) Each and every Owner will have a nonexclusive right and easement of use, access, and enjoyment in and to the Mixed-Use Common Area, subject to:
  - a. The Mixed-Use Restrictions and any other applicable covenants and easements, including any declaration of easements and covenants to share costs or similar instruments relating to such Mixed-Use Common Area, and any rights of non-Owners to use and enjoy portions of the Mixed-Use Common Area;
  - b. Any restrictions or limitations contained in any deed conveying such property to the Mixed-Use Association;
  - c. The Board's rights (as limited by the MDA or any easements or restrictions applicable to the Mixed-Use Common Area) to:
  - d. adopt rules regulating Mixed-Use Common Areas use and enjoyment, including rules limiting the number of guests who may use certain portions of the Mixed-Use Common Area, and to charge use fees for such use;
  - e. suspend an Owner's right to use Mixed-Use Common Area;
  - f. dedicate or transfer all or any part of the Mixed-Use Common Area, subject to such approval requirements as may be set forth in this Declaration;
  - g. impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon certain portions of the Mixed- Use Common Area or any portion of any clubhouse or other Mixed-Use Common Area recreational facilities on an exclusive or non-exclusive short- term basis to any Person;
  - h. permit use of any recreational facilities situated on the Mixed-Use Common Area by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Mixed-Use Board's discretion;
  - i. use of any Mixed-Use Common Area, at such charge or no charge as the Mixed-Use Board may determine appropriate, for the purpose of offering and conducting classes or other activities for interested Owners and occupants, whether offered on a for profit or nonprofit basis; and
  - j. to the extent assessments are insufficient to pay for operating or capital expenses, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(c) An Owner who does not reside in the Mixed-Use Community will be deemed to have assigned all rights to use and enjoy the recreational facilities within the Mixed-Use Common Area to the occupants of such Owner's Unit.

Section 3. **"Voting Rights"** The number of votes assigned to each Lot is as follows:

(a) So long as Declarant owns any Lot, Declarant is entitled to three (3) votes for each Lot owned by Declarant; and

(b) Except as provided in Article II, Section 2. (a), the Owner of any Lot is entitled to one (1) vote for each lot owned by such party. When more than one party owns an interest in a Lot, all such parties shall be Members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to a Lot.

### **ARTICLE III** **ASSESSMENTS**

Section 1. **"Lien and Personal Obligation of Assessments"** Declarant hereby covenants for each Lot within the Mixed-use community, and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessment and (2) special assessments for capital improvements and/or other necessary expenses. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, cost 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 promote the health, safety, welfare, and recreation of the residents and owners in the mixed-use community, and for the improvements, security, preservation, operation and Maintenance of the Common Areas and/or of improvements situated within same or within the control of the Association. Annual assessments may include, and the Association shall acquire the pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and/or repair of the Common Areas to the extent not performed by a governmental authority or an Owner.

- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Areas.
- (c) Acquisition of furnishings and equipment for the Common Areas as may be determined by the Association.
- (d) Maintenance and repair of all structures in the Common Areas, including, but not limited to, fences, sprinkler systems, street lighting and subdivision signs within the confines of the Subdivision and/or any Maintenance and repair required by the City of Harlingen.
- (e) Fire insurance, if obtainable, covering the full insurable replacement value of the improvements in the Common Areas with extended coverage.
- (f) 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 direction of the Association.
- (g) Upon Declarant no longer owning any lots in the association, a standard fidelity bond covering all Officers of the Association, Members of the Board of Directors, and all other employees of the Association in an amount to be determined by the Association.
- (h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the Association for the operation of the Common Areas, for the benefit of Lot Owners, or for the enforcement of these restrictions.
- (i) In addition to the maintenance of the Common Areas, the Association may provide exterior maintenance on each Lot as follows. In the event an Owner of any Lot, its family, guests, invitees, agents or other persons using the Lot, shall fail to maintain the premises and the improvements situated thereon in a reasonably neat and orderly manner, the Association, Declarant or the Committee shall have the right, through their agents and employees, to enter upon said Lot and repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner, and such expense of Maintenance or repair shall be added to and become part of the assessment to which said Lot is subject to.
- (j) Maintenance and repair of all structures or improvements, formerly within the Common Areas, if any, and which may be situated in an area dedicated and/or transferred to the public use in the future, as set forth in Article IV, Section 1(b), for which the Association

reserved the right to continue the operation and concurrently has the obligation to maintain the repair.

**Section 3. "Fixing of and Maximum Annual Assessments"**

- (a) Until further notice, the maximum annual assessment shall be Two Hundred and Seventy-Five Dollars (\$275.00).
- (b) Commencing with January 1, 2023, and continuing thereafter, all assessments shall be fixed by the Association in advance and shall be due and payable 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 assessment in advance on either an annual, monthly or quarterly basis. If at any time the Association determines that the assessments for that fiscal year are insufficient to discharge all assessments to be incurred or payable during that assessment year by the Association, the Association may increase the assessments to cover such costs (incurred or to be incurred), and such increase shall become effective at the beginning of the next annual or quarterly assessment period. If required, assessments shall be prorated for the period from the commencement thereof to the end of the then current calendar year of the Association.
- (c) From and after January 1, 2023, the maximum annual assessment may be increased each year not more than fifty percent (50%) above the maximum annual assessment for the previous year unless approved by a Majority Vote of the Board of Directors as defined in the Bylaws.
- (d) The Association may fix the annual assessment at an amount not in excess of the maximum prescribed herein or by law.

**Section 4. "Special Assessments for Capital Improvements and other Expenses"** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only 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 utilities) on the Common Areas, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of the Board of Directors.

**Section 5. "Notice and quorum for action authorized under Sections 3 and 4"** The number of votes preset 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 herein or 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 in this Declaration. Any Member who is not a Member in Good Standing shall not be entitled to cast a vote on any matter coming before the Association.

Section 6. **"Uniform Rate of Assessment"** Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. **"Commencement and Collection of Annual Assessment"** The annual assessment provided therein shall commence as to all Lots upon recording of the Subdivision plat. The first assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. **Assessments will be payable annually.** Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association or the Association management company, setting forth whether the assessment against a specific Lot has been paid, and may, on or before February 15, of each year, cause to be recorded in the office of the County Clerk of Cameron County, a list of delinquent assessments as of that date.

**Declarant is hereby exempted from any and all annual and/or special assessments. No Lot owned by Declarant shall be assessed nor shall Declarant be liable for any assessment described herein.**

Section 8. **"Effect of Non-Payment of Assessments, 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 of law against the Owner personally obligated to pay the same or may foreclose the lien against the property. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance Tex. Prop. Code Ann. Section 215.015 in conjunction with 51.002, as it may be amended from time to time (the "Foreclosure Statutes"), in like manner of any deed of trust on real property. In connection with the lien created herein, each Owner grants the Association, whether expressed in the deed or other conveyance to the Owner, a power of sale to be exercised in accordance with the Foreclosure Statute. 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 tract is owned by the Association following foreclosure, no assessment shall be levied on it. Suit to recover a money judgment for unpaid assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

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

Section 9. **"Resale Certificate"**: (a) Until further notice, the maximum fee shall be seventy-five dollars (\$75.00).

Section 9. **"Subordination of Assessment Lien to Mortgage"** The assessment lien provided for herein shall be subordinate to the lien of any first 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 payments that become 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 first lien deed of trust 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.** **PROPERTY RIGHTS**

Section 1. **"Owner's Easement of Enjoyment"** Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association.

- (a) The right to suspend the voting rights of any Owner for periods during which assessments against his Lot remain unpaid, and the right, after hearing by the Association, to suspend such rights for a period not exceeding three hundred sixty-five (365) days for any infraction of the published rules and regulations of the Association.
- (b) The right to dedicate or transfer all or any part of the Common Areas, including any improvements, to any municipality, public agency, authority, or utility for such purposes and subject to such condition as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument executed by a Majority Vote of the Members, as defined in the Bylaws, agreeing to such dedication or transfer has been duly recorded.

Section 2. **"Delegation of Use"** Subject to such limitations as may be imposed by the Bylaws, each Owner may delegate his right of enjoyment in and to the Common Areas and facilities to the Members of his family, his guests, tenants, and invitees.

Section 3. **"Easements of Encroachment"** There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot any portion or portions of the Common Areas adjacent thereto for any encroachment due to the unwilful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstructed, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between adjacent Lots, and between each Lot and any adjacent portion of the Common Areas, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an Owner.

**Section 4. "Other Easements"**

- (a) Easements for installation and Maintenance of utilities and drainage facilities are shown on the recorded Subdivision map. 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 utilities, or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for Maintenance of which a public authority or utility company is responsible.
- (b) No dwelling unit or other structure of any kind shall be built, or maintained on any such easement, reservation, or right of way, and such easement, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.
- (c) There shall exist appurtenant easement of access to all Lots, within the Community to the City of Harlingen for the use of city personnel and equipment on city business.

Section 5. **"Right of Entry"** The Association, through its duly authorized employees, contractors, and delegated agents, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on the day to perform such maintenance as may be authorized herein, save and except in case of an emergency, which threatens either life or property, in which case advance notice shall not be required.

Section 6. **"No Partition"** There shall be no judicial partition of the Common Areas, nor shall Declarant, or any Owner or any other person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof.

Section 7. **"Future Development"** Declarant, its successors or assigns, reserve the right to use all easements and streets in this Property in connection with future residential development adjacent to or near the Property. Owners shall not have a claim for damages injunctive relief, or any claim of whatsoever kind or nature based upon such use.

**ARTICLE V**  
**USE RESTRICTIONS**

Section 1. **Compliance with Mixed Use Restrictions.** Each Owner his or her family, occupants of a Unit, tenants, and the guests, invitees, and licensees of the preceding must comply strictly with the provisions of the Mixed-Use Restrictions as the same may be amended from time to time. Failure to comply with any of the Mixed-Use Restrictions will

Page 11 of 19

constitute a violation of the Mixed-Use Restrictions and may result in a fine against the Owner : will give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Manager, the Master Board on behalf of the Master Association, the Mixed-Use Board on behalf of the Mixed-Use Association, or by an aggrieved Owner. Without limiting any rights or powers of the Master Association or the Mixed-Use Association, either board may (but will not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Mixed-Use Restrictions, and the Owner whose violation has been so remedied will be personally liable to the Master Association or the Mixed- Use Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Master Association or the Mixed-Use Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Unit(s). Any such amounts assessed and chargeable against a Unit will be secured by the liens reserved in this Declaration and/or the Master Covenant for assessments and may be collected by any means provided in this Declaration and/or the Master Covenant for the collection of assessments, including, but not limited to, foreclosure of such liens against the Owner's Unit(s). The Mixed-Use Board will have the authority to levy fines against any Owner for violation of the Mixed-Use Restrictions in accordance with the Bylaws. Any reasonable fine imposed by the Mixed-Use Board will constitute a lien upon the violator's Unit. In the event that any occupant, tenant, guest, or invitee of a Unit violates the Mixed-Use Restrictions and a fine is imposed, the fine may, but need not, first be assessed against the violator; provided, that if the fine is not paid by the violator within the time period set by the Board, the Owner will pay the fine upon notice from the Board;

**Section 2. Liability of Owners for Damage to Master Community Facilities and Mixed- Use Common Area.** No Owner may in any way alter, modify, add to or otherwise perform any work upon the Master Community Facilities or Mixed-Use Common Area without the prior written approval of the Master Board or the Mixed-Use Board, as applicable. Each Owner will be liable to the Master Association and/or the Mixed-Use Association for any and all damages to: (i) the Master Community Facilities, Mixed-Use Common Area and any improvements constructed thereon; or (ii) any Improvements constructed on any Unit, the maintenance of which has been assumed by the Master Association or the Mixed-Use Association, which damages were caused by the neglect, misuse, act, omission, or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Unit, or any guest or invitee of such Owner, or the contractors, agents or employees of any of them. The full cost of all repairs of such damage will be an assessment against such Owner's Unit, secured by a lien against such Owners Unit and collectable in the same manner as provided in these declarations.

**Section 3. No Warranty of Enforceability.** Neither the Declarant, the Master Association, nor the Mixed-Use Association makes any warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in this Declaration. Any Owner acquiring a Unit in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Unit, agrees to hold the City of Harlingen, Declarant Master Association, and/or Mixed-Use Association harmless therefrom.

Section 4. **"Setbacks"** All buildings and structures must be constructed, placed and maintained in conformity with the setback lines described in the Subdivision map.

Section 5. **"Consolidation and Partial Lots"** None of said Lots shall be re-subdivided in any fashion, except that any person owning two (2) or more adjoining Lots may consolidate such Lots into a single building site, with the privilege of constructing improvements. However, any sale of a portion or both portions of a consolidated Lot must be approved by a unanimous vote of the Committee, and then only if said remaining portion is to be utilized by the adjoining Lot Owner to augment both larger properties (i.e., one on each side of the property being purchased in fractions).

Section 6. **"Easements"** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Subdivision Plat. No utility company, water district, political subdivision, or other authorized entity using the easement 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 Owners situated within any such easements.

Section 7. **"Noxious or Offensive Activities Prohibited"** 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 or nuisance to the neighborhood, save and except Section 22 below.

Section 8. **"Occupancy"** No unit erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being full completed, except as herein required. No shall any Unit, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations and restrictions herein set forth. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer Unit or other temporary structure shall be placed or erected upon any Lot either permanently or temporarily.

Section 9. **"Signs"** No signs or any character shall be allowed on any Lot except one sign of not more than six (6) square feet, advertising the property for sale or rent; provided, however, that Declarant shall have the right, during the construction and sale period, to construct and maintain such facilities as may be reasonably necessary for such construction and sale, including signs and storage areas, but not including a temporary Unit or office, save and except Section 22 below. Additionally, builders may display banners, streamers, signs and flags for marketing purposes on "model Units" for 90 days after such "model Units" are complete. See Section 23 below. Additionally, Declarant may market with signs of any size or characteristic, as it sees fit.

Section 10. **"Garbage Tanks, Equipment, etc."** 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 equipment for the storage and disposal of such materials shall be kept in a clean sanitary condition. No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises. All garbage cans, equipment, coolers, wood piles or storage piles shall be walled or fenced in to conceal them from the view of the neighboring Lots roads or streets. Plans for all enclosures of this nature must be approved by the Committee prior to construction, save and except

Section 22 below. Additionally, garbage dumpsters must be maintained at construction sites in locations approved by the Committee.

Section 11. **"Animals"** No animals, livestock or poultry of any kinds shall be raised, bred or kept on any Lots, except that no more than two (2) dogs and two (2) cats (4) or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All animals outside the fenced area of the Unit shall be leashed at all times.

Section 12. **"Fences, Walls, Hedges and Utility Meters"** No fence, wall, hedge or utility meter shall be placed or permitted to remain on any Lot nearer to the streets adjoining such Lot that is permitted for the main Unit on such Lots.

Section 13. **"Sidewalks"** Builders of any units in this Community will be required to construct a sidewalk in compliance with the City of Harlingen specifications at the front of each Lot the entire width of the Lot.

Section 14. **"Prohibited Activities"** No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot.

Section 15. **"Utility Lines and Antennas"** All electrical service and telephone lines shall be placed underground. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Unitsite, which is visible from any street, or other Lot unless its impossible to receive signals from said location; in that event, the receiving device may be placed in a visible location as approved by the Committee. This restriction may be waived by the Committee. Any waiver of these restrictions shall not constitute a waiver as to other Lots, lines or antennas. The Declarant by promulgating this section is not attempting to violate the Telecommunications Act of 1996 (the "Act"), as same may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating the Act.

Section 16. **"Maintenance"**. All Undeveloped or Vacant Lots are subject to an an additional \$45 per month fee until the Owner begins construction, Effective January 1, 2023. The Owner of each Unit will jointly and severally have the duty and responsibility, at its sole cost and expense, to keep such Owners Unit and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following, which will be performed in a timely manner:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing.
- (iii) Tree and shrub pruning.
- (iv) Watering.
- (v) Keeping exterior lighting and mechanical facilities in working order.
- (vi) Keeping lawn and garden areas alive, free of weeds, and in an attractive condition.
- (vii) Keeping planting beds free of turf grass.
- (viii) Keeping sidewalks and driveways in good repair.

- (ix) Complying with all government, health, safety and police requirements.
- (x) Repainting of Improvements.
- (xi) Repair of exterior damage, and wear and tear to improvements.
- (xii) No owner shall allow his Lot or Lots, whether vacant or not, to remain overgrown with grass or weedy vegetation or natural wild vegetation, and each Owner shall be responsible for the timely maintenance, care and removal of grass, weedy or natural vegetation, by mowing, shredding, cutting and removing the same. Additionally, the Association, Declarant or Committee, or their agent(s), shall have the right at their option, to mow shred or cut said vegetation, and to charge the Owners a reasonable fee. In the event that said fee remains unpaid for a period of thirty (30) days, the Association, Declarant or Committee or its agents shall have a valid and subsisting lien for said payment and said lien may be perfected by filing an affidavit establishing said lien in the real estate records of Cameron County, Texas, and may bring suit to enforce the payment of said fees or for foreclosure of its lien, or both, and shall be entitled to reasonable attorney's fees and costs of suit prevailing in such an action.

Section 17. **"Vehicle Maintenance"** No maintenance shall be allowed on any type of motorize vehicle on the street.

Section 19. **"Driveways"** Driveways must be constructed of concrete.

Section 20. **"Mailboxes"** Mailbox clusters will be in place and are consider "common area" and attached and incorporated by reference, see Exhibit "B" and our consider common area owned by the Association. The Association must reimburse Declarant for all fees associated with purchase, installation, maintenance, and upkeep of the Mailboxes.

Section 21. **"Insurance"** Nothing shall be done or kept on a Lot or on the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his Lot or the Common Areas which would result in the cancellation of insurance of any Unit or on any part of the Common Areas, or which would be in violation of any law.

Section 22. **"Declarant's Special Rights"** Declarant or the transferees of Declarant shall undertake the work of developing all Lots included with the Community. The completion of that work and the sale, rental, or other disposition of Lots is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or constructed to:

- (a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

- (b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or part of the Subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease or otherwise;
- (c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Subdivision property owned or controlled by Declarant or Declarant's transferees or their representative, the business of completing such work, of establishing the Subdivision as a residential community, and of disposing of Lots by sale, lease or otherwise; or
- (d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of Subdivision Lots.

As used in this section, the words "its transferees" specifically exclude purchasers of Lots.

#### **ARTICLE VI** **OWNER'S OBLIGATION TO REPAIR**

Each Owner shall, at its sole cost and expense, repair its Unit, keeping the same in a condition comparable to the condition of such Unit at the time of its initial construction expecting only normal wear and tear.

#### **ARTICLE VII** **OWNER'S OBLIGATION TO REBUILD**

If all or any portion or a Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such Unit in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within fourteen (14) months after damage occurs, unless prevented by cause beyond the control of the Owner or Owners.

#### **ARTICLE VIII** **CONSTRUCTION RESTRICTIONS**

Section 1. "**Master Development**". Each Unit within the Mixed-Use Community is governed by the MDA. The MDA may change from time to time in accordance with the terms of the MDA. The requirements of the MDA apply to the Mixed-Use Property and the Mixed-Use



Community. In the event of any conflict between the terms of this Declaration and the terms of the MDA, the terms of the MDA will prevail.

Section 2. "**Design Guidelines**". Any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Mixed-Use Community must comply with the requirements of the Design Guidelines, unless a variance is obtained pursuant to the Master Covenant. The Design Guidelines may be supplemented, modified, amended, or restated as authorized by the Master Covenant.

Section 3. "**Approval for Construction**". No Improvements will be constructed upon any Unit without the prior written approval of the Association. Alteration or Removal of Improvement. Unless otherwise permitted by " the Master Covenant or Master Development, any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement or the removal of any Improvement, other than removals or alterations prosecuted by the Declarant, will be performed only with the prior written approval of the Association.

Section 4. "**Drainage**". There will be no interference with the established drainage patterns over any of the Mixed-Use Community, including the Units unless adequate provision is made for proper drainage and such provision is approved in advance by the Association. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Units.

Section 5. "**Construction Activities**". This Declaration will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon or within the Mixed-Use Community or any Unit within the Mixed-Use Community. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Unit does not conform to usual practices in the area as determined by the Association in its sole and reasonable judgment, the Association/Board will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon the Mixed-Use Community or any Unit there is excessive accumulation of debris of any kind which would render the Unit or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Mixed-Use Community, then the Association/Board and/or Declarant may contract for or cause such debris to be removed, and the Owner of the Unit will be liable for all reasonable expenses incurred in connection therewith. The Association may, but is not obligated to, provide Owners with a list of required or acceptable (as the case may be) materials, colors, designs and suppliers that may be used in the construction of improvements on the Lots to assist the Owners in finalizing their plans and specifications. The existence of such a list does not override the obligation of an Owner to obtain advance approval of the Committee prior to construction.

**ARTICLE IX**  
**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 judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. **"Amendments"**

(a) **Declarant.** So long as Declarant owns property part of this declaration, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time as otherwise specifically authorized by this Declaration, or 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, insure or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the Property. Further, so long as it still owns any portion of the Property for development, the Declarant may unilaterally amend for other purposes, provided the amendment has no material adverse effect upon any right of any Owner. Further, after the sale of seventy five percent (75%) of the Lots, Association shall be automatically, without the necessity of a meeting, be turned over to the Owners.

(b) **Owners.** Except as otherwise specifically provided above, or elsewhere in this Declaration, this Declaration may be amended only by a majority vote of the owners. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed number of affirmative votes required for action to be taken under the clause. 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 real property records of Cameron 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 re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good

faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall 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 inure to the benefit of and be enforceable by the Declarant, Association, or any member thereof for a period of thirty (30) years from the date hereof, and thereafter shall continue automatically in effect for additional period of ten ( 10) years, unless otherwise agreed in writing by the then owner of at least seventy five percent (75%) of the Subdivision 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.

Section 7. "Leases" Any and all lease agreements, whether written or otherwise, relating to Property in the Subdivision shall be subject to the terms of this Declaration. All Owners are responsible for ensuring that any and all of their tenants are complying with the terms of this Declaration.

Executed by the Declarant, this 31st day of May, 2023.

E&J Warehouse and Logistics, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_

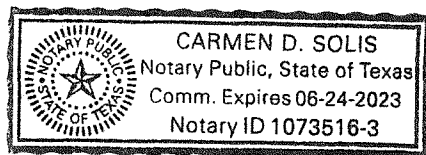
Eduardo Lopez Suarez, 2 Member of E&J Warehouse and Logistics, LLC

State of Texas §

County of Cameron §

BEFORE ME, a Notary Public, on this day personally appeared EDUARDO LOPEZ SUAREZ of E&J Warehouse and Logistics, LLC, a Texas Limited Liability Company, on behalf of said entity, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity stated and for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of May, 2023.



\_\_\_\_\_  
Notary Public, State of Texas

# Exhibit

# A

[illegible]

EXHIBIT A  
MAILBOXES AREA 1 – 96 SQUARE FEET  
OUT OF NORTH RIDGE STREET  
OUT OF HARLINGEN NORTH BUSINESS CENTER SUBDIVISION,  
CABINET 1, SLOT 2864A,  
MAP RECORDS OF CAMERON COUNTY, TEXAS,  
FIELD NOTES

BEING A 96 SQUARE FEET TRACT OF LAND OUT OF AND FORMING A PART OR PORTION OF HARLINGEN NORTH BUSINESS CENTER SUBDIVISION, RECORDED IN CABINET 1, SLOT 2864A, MAP RECORDS OF CAMERON COUNTY, TEXAS, AND SAID 96 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2-INCH CAPPED IRON ROD SET (GRID N: 16606906.4659, E: 1239760.6854) AT THE NORTHWEST CORNER OF THE SAID HARLINGEN NORTH BUSINESS CENTER SUBDIVISION, SAME BEING A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 77;

THENCE N 57°56'56" E ACROSS THE SAID HARLINGEN NORTH BUSINESS CENTER SUBDIVISION, TO A POINT ON THE EAST BOUNDARY LINE OF LOT 6, BLOCK 2 OF THE SAID HARLINGEN NORTH BUSINESS CENTER SUBDIVISION, SAME BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTHRIDGE STREET, AND SAME POINT BEING N 0°05'19" W 5.00 FEET FROM THE SOUTHEAST CORNER OF THE SAID LOT 6 OF BLOCK 2, A DISTANCE OF 576.16 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

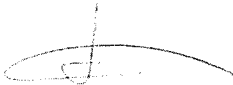
THENCE N 0°05'19" W ALONG THE EAST BOUNDARY LINE OF LOT 6, BLOCK 2 OF THE SAID HARLINGEN NORTH BUSINESS CENTER SUBDIVISION, A DISTANCE OF 24.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 89°54'41" E ACROSS THE RIGHT-OF-WAY OF NORTHRIDGE STREET, A DISTANCE OF 4.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 0°05'19" E ACROSS THE RIGHT-OF-WAY OF NORTHRIDGE STREET, A DISTANCE OF 24.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 89°54'41" W ACROSS THE RIGHT-OF-WAY OF NORTHRIDGE STREET, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 96 SQUARE FEET OF LAND, MORE OR LESS.

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELDNOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



11/1/2021

IVAN GARCIA  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496  
SURVEY FIRM NO. 10194027  
RIO DELTA ENGINEERING  
921 S. 10<sup>th</sup> AVENUE  
EDINBURG, TEXAS 78539

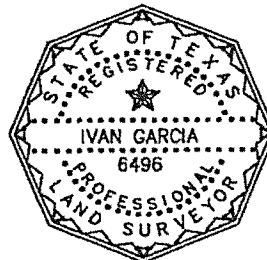


EXHIBIT A  
MAILBOXES AREA 2 - 96 SQUARE FEET  
OUT OF NORTH RIDGE STREET  
OUT OF HARLINGEN NORTH BUSINESS CENTER SUBDIVISION,  
CABINET 1, SLOT 2864A,  
MAP RECORDS OF CAMERON COUNTY, TEXAS,  
FIELD NOTES

BEING A 96 SQUARE FEET TRACT OF LAND OUT OF AND FORMING A PART OR PORTION OF HARLINGEN NORTH BUSINESS CENTER SUBDIVISION, RECORDED IN CABINET 1, SLOT 2864A, MAP RECORDS OF CAMERON COUNTY, TEXAS, AND SAID 96 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2-INCH CAPPED IRON ROD SET (GRID N: 16606906.4659, E: 1239760.6854) AT THE NORTHWEST CORNER OF THE SAID HARLINGEN NORTH BUSINESS CENTER SUBDIVISION, SAME BEING A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 77;

THENCE N 58°48'01" E ACROSS THE SAID HARLINGEN NORTH BUSINESS CENTER SUBDIVISION, TO A POINT ON THE EAST BOUNDARY LINE OF LOT 12, BLOCK 2 OF THE SAID HARLINGEN NORTH BUSINESS CENTER SUBDIVISION, SAME BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTHRIDGE STREET, AND SAME POINT BEING S 0°05'19" E 5.00 FEET FROM THE NORTHEAST CORNER OF THE SAID LOT 12 OF BLOCK 2, A DISTANCE OF 570.93 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE N 89°54'41" E ACROSS THE RIGHT-OF-WAY OF NORTHRIDGE STREET, A DISTANCE OF 4.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 0°05'19" E ACROSS THE RIGHT-OF-WAY OF NORTHRIDGE STREET, A DISTANCE OF 24.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 89°54'41" W ACROSS THE RIGHT-OF-WAY OF NORTHRIDGE STREET, TO A POINT ON THE EAST BOUNDARY LINE OF LOT 12, BLOCK 2 OF THE SAID HARLINGEN NORTH BUSINESS CENTER SUBDIVISION, A DISTANCE OF 4.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 0°05'19" W ALONG THE EAST BOUNDARY LINE OF LOT 12, BLOCK 2 OF THE SAID HARLINGEN NORTH BUSINESS CENTER SUBDIVISION, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 96 SQUARE FEET OF LAND, MORE OR LESS.

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELDNOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



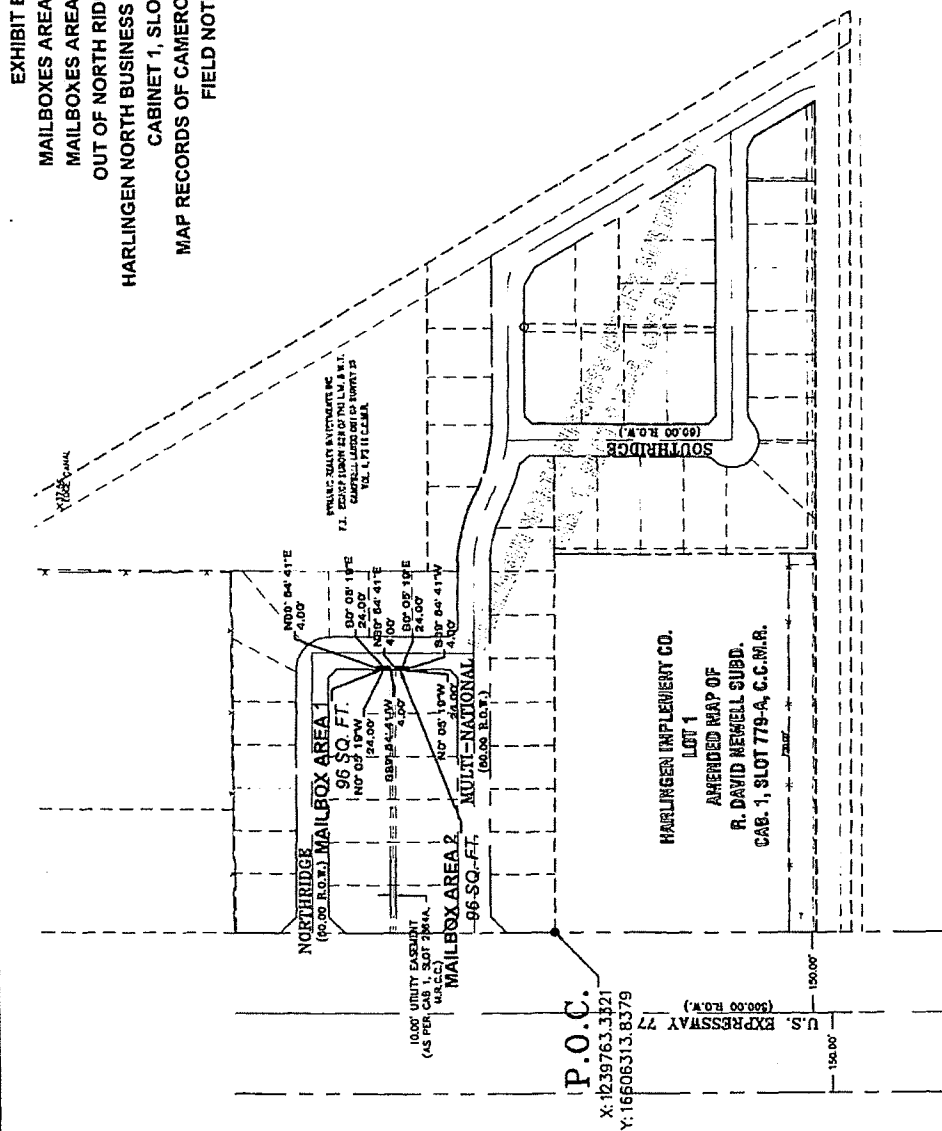
11/1/2021

IVAN GARCIA  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496  
SURVEY FIRM NO. 10194027  
RIO DELTA ENGINEERING  
921 S. 10<sup>th</sup> AVENUE  
EDINBURG, TEXAS 78539



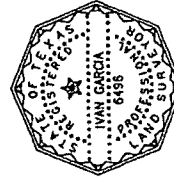
# Exhibit B






SURVIVOR'S NOTES:

- 1) NO ADDITIONAL RESEARCH WAS PERFORMED BY PO Delta Engineering For ANY ADDITIONAL ASSESSMENT OF BUILDINGS UNLESS WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT
- 2) THE PROPERTY SHOWN IS IN ZONE "C" OUT OF ANY SPECIAL FLOOD HAZARDOUS AREAS IN THE CITY OF HAMILTON, CAMERON COUNTY, AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND DEFINED ON FIRM MAP NO. 48577 0003B, DATED AUGUST 3, 1981.
- 3) SURVEY DONE WITHOUT THE BENEFIT OF THE TITLE COMMITMENT
- 4) I, VAN CARVER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SURVEYED, THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "UNIFORM STANDARD TITLE REQUIREMENTS FOR PLAT AND RECORDS" AND "UNIFORM SMALL JACOBIANS, INCORPORATED" AND THAT THE PLAT AND SURVEY ARE IN ACCORDANCE WITH THEM, EXCEPT AS NOTED.



11/1/2021

IVAN GARCIA  
REG. PROFESSIONAL LAND  
SURVEYOR NO. 6496



**RIO DELTA ENGINEERING**

PERM REGISTRATION No. P-76226

SURETY FIRM NO. 10194027

621 S. 10TH AVENUE, ENID, OKLA 73539

(TEL) 936-566-6156 (FAX) 936-566-6033

OCTOBER 2021	SUB 21 021	PAGE 1 OF 1
PROJECT		
DATE		

**Cameron County  
Sylvia Garza-Perez  
Cameron County Clerk**

---

**Instrument Number:** 2023-19312

eRecording - Real Property

**Recorded On:** June 01, 2023 01:06 PM

**Number of Pages:** 26

---

**" Examined and Charged as Follows: "**

**Total Recording:** \$132.00

---

**\*\*\*\*\* 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:** 19312  
**Receipt Number:** 20230601000116  
**Recorded Date/Time:** June 01, 2023 01:06 PM  
**User:** Julyssa A  
**Station:** cclerk18\_14

**Record and Return To:**

Simplifile



**STATE OF TEXAS  
COUNTY OF CAMERON**

**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 County, Texas.**

Sylvia Garza-Perez  
Cameron County Clerk  
Cameron County, TX

A handwritten signature in cursive script, reading "Sylvia Garza-Perez".