

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.

**File Information:**

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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

A handwritten signature in black ink, appearing to read "Arturo Guajardo Jr.", written in a cursive style.

**THIRD AMENDED DECLARATION**  
**OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**  
**LOS LAGOS HOA PHASE V**

THE STATE OF TEXAS  
 COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, Los Lagos Development, LLC, a Texas limited liability company, hereinafter called "Declarant", is the Owner in fee simple of certain real property located in Hidalgo County, Texas, to wit:

SEE EXHIBIT "A" (the "Property") – Los Lagos Phase V Subdivision "A".

SEE EXHIBIT "B" (the "Property") – Los Lagos Phase V Subdivision "B".

"Collectively referred to as the "Property" or the "Subdivision"

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 property; and

WHEREAS, the Declarant had previously recorded the original declarations in the County Clerks records in the County of Hidalgo, Texas, document No. 3342149; and

WHEREAS, the Declarant had previously recorded the First Amended declarations in the County Clerks records in the County of Hidalgo, Texas, document No. 3349747 on June 7, 2022, which had a clerical error regarding original filing document no; and

WHEREAS, the Declarant had previously recorded the Second Amended declarations in the County Clerks records in the County of Hidalgo, Texas, document No. 3362835; and

WHEREAS, the Declarant desires to Amend the Second Amended Declarations to amend 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; and

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.

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Phase V HOA - Declarations of Covenants, Conditions and Restrictions – Subdivision "A" & "B".

**ARTICLE I**  
**DEFINITIONS**

Section 1. **"Association"** shall mean and refer to LOS LAGOS HOA PHASE V, 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 209.004

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

Section 5. **"Common Areas"** shall mean and refer to all real property located within the boundaries of the Subdivisions which are not otherwise located within or in on a part of any lot, as set forth on the plat or map of the Subdivisions as recorded in the Map Records of Hidalgo 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 Subdivisions.

Section 6. **"Declarant"** shall mean and refer to Los Lagos Development, LLC, a Texas limited liability company, its successors and assigns, in its capacity as the developer of the Subdivision.

Section 7. **"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 8. **"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 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 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 11. **“Mortgage”** shall mean a conventional mortgage or a deed of trust.

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

Section 13. **“Subdivision(s)”** shall mean the subdivided real properties and/or subdivision plats attached as Exhibit “A” & “B” (also referred to as Subdivisions “A” & “B”) hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 14. **“Fairway Lot”** shall mean any of the plots of land shown on the recorded subdivision maps referred to above with the exception of the common area that share a boundary line with golf course fairway.

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

Section 1. **“Membership”** Every Owner of a Lot shall be a member of the Association. One or more Owners of a Lot shall be able to vote only one vote per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. **“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 Five (5) 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.

**Section 3. Partial Lot Voting.** Any Owner acquiring additional property or properties immediately adjacent to its initial numbered Lot, as provided in Article I, Section 4, shall not be entitled to additional votes as result of such additional properties, save and except the acquisition

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of more than fifty percent (50%) of such adjacent Lot, in which case, Owner shall be entitled to one additional vote for said additional property. Any Owner who has sold a minor portion of its Lot, but in any event less than fifty (50%) of its Lot, with prior written approval of the Committee as provided for herein, shall be entitled to a full vote as a result of such ownership.

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

Section 1. **“Lien and Personal Obligation of Assessments”** Declarant hereby covenants for each Lot within the Subdivision, 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 in the Subdivision, 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 Edinburg.

- (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, 2022, 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.

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 Hidalgo Country, 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 51.002, as it may be amended from time to time (the “Foreclosure Statute”), 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 10. **“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).

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Section 11. Transfer of Ownership. 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.

#### **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 Subdivision to the City of Edinburg 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 Subdivision 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. **“Residential Use”** All Lots, and each and every one thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor’s office, or other multiple-family dwelling shall be erected, placed, permitted or maintained on such premises, or on any part thereof, save and except the business of the Declarant and the transferees of the Declarant in developing all of the Lots as provided in Section 22 below. No improvement or structure, other than a top quality private dwelling house, patio walls, swimming pool, garage, or servants’ quarters may be erected, altered, placed, maintained or permitted to remain on any Lot in the Subdivision, without the express written consent of the Committee. The preceding sentence shall in no way be read to supersede or replace the

requirements of Article VIII of this Declaration but shall in addition to the requirements of Article VIII of this Declaration. Additionally, it is specifically declared that no portable buildings or sheds shall be erected or placed on any Lot without the express written consent of the Committee.

Section 2. **“Construction Specifications”** The Construction specifications for all residences constructed on any Lot are as follows:

- (a) **Living Area.** Any residence constructed on said Lots must be not less than One thousand six hundred (1,600) square feet, exclusive of open or screened porches, terraces, patios, driveways, and garages. Any two-story residence constructed on the Lots must have a ground floor of a minimum of One thousand six hundred (1,600) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. The exterior walls of any residence shall consist of stucco, stone or brick construction unless the unanimous consent of the Committee is obtained.
- (b) **Non-Living Area.** Any residence constructed on said lots must have a front covered porch of not less than One Hundred (100) square feet.
- (c) **Exterior.** The exterior walls shall of each residence shall consist of Stucco or Brick veneer construction. When stucco is used, it must be simple, sand finished surface and warm in color which must blend with other homes in the Subdivision. When brick is used, it must blend with other homes in the Subdivision. A minimum of Eighty (80) square feet of decorative stone. When using Brick the only decorative stone allowed will be limestone in any of its forms, unless the ACC approves otherwise. All requests must be made in writing and accepted in writing by ACC.
- (d) **Fence.** All residences must have a fence when home is complete and inhabited by owners or structure is used as a model home by builder/owner. All fences must be horizontal and of cedar wood material.
- (e) **Easements and other matters.** The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated herein by reference,
- (f) **Roof.** The roof shall be constructed of 30-year warranty composition, cement tile or clay tile only. Flat roofs are acceptable. However, sloped roofs must have a minimum slope of 3:12 and a maximum of 8:12 unless approved by Declarant and/or Association. All roofs with clay or cement are to be pitched at 9:12. The plate, as used in the construction must be at least nine (9') feet in height. No structure higher than two stories shall be constructed on the Lots, and also, no underground structure such as basements, wine cellar, below ground level living quarters. No evaporative cooler or air conditioner shall be placed, installed or maintained on the roof or wall of any building or structure. All coolers and air conditioning units shall be concealed. Construction shall only take place between 7 a.m. and 7p.m.

- (g) **Plate.** The plate, as used in the construction industry, of each structure must be at least 9 feet in height.
- (h) **Air Conditioner.** No evaporative cooler or air conditioner shall be placed, installed, or maintained on the roof or wall of any building or structure. All coolers and air conditioning units shall be concealed and in the back or side of the residence.
- (i) **Burglar Bars.** No burglar bars shall be permitted on doors or windows.
- (j) **Septic Tanks.** No privy, cesspool or septic tank shall be placed or maintained on the Property.
- (k) **Clothes Lines.** No clothing or other materials shall be aired or dried within the boundaries of the Property except in an enclosed structure not visible from any public or private street or alley.
- (l) **Construction Time.** Construction time for any improvement upon a Lot, from beginning of construction activities to final completion, shall not exceed One Hundred and Eighty (180) days. Commencement is deemed to be the date on which the foundation is poured. If there are improvements that take more than 180 days to complete, the Owner may be assessed a fee by the association on a daily rate until the improvements are complete.

Section 3. **"Setbacks"** All buildings and structures must be constructed, placed and maintained in conformity with the setback lines described in the Subdivision maps. All residences constructed in the Subdivision shall face in the same direction as the rest of the residences on the same side of the street. Residences on corner Lots shall face the street which fronts the narrower side of the Lot. All homes must be built from the side setback to side setback, facade only with exception of Lot 28 in Phase A.

Section 4. **"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 5. **"Easements"** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Subdivision Plats. 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 6. **“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 7. **“Occupancy”** No private dwelling house 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 residence, 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 home or other temporary structure shall be placed or erected upon any Lot either permanently or temporarily. Rental of any servants’ quarters is prohibited, the occupancy hereof being limited to either guests or servants of the Owner of said Lot, save and except Section 22 below.

Section 8. **“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 residence or office, save and except Section 22 below. Additionally, builders may display banners, streamers, signs and flags for marketing purposes on “model homes” for 90 days after such “model homes” are complete. See Section 23 below. Additionally, Declarant shall have the right to advertise with signage choice and size.

Section 9. **“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 10. **“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. No Pitbulls or Rotweillers are allowed on the property. All animals outside the fenced area of the home shall be leashed at all times.

Section 11. **“Fences, Walls, Hedges and Utility Meters”** Fences, walls and hedges must be approved by the Architectural Control Committee in every respect, including size, color, type, style finish, character, material and location. No fence, wall, or hedge shall be placed or permitted to remain on any Lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such Lots.

Front: All fences on the front of a Lot shall be out of stucco that matches the finish and color of the residence on such Lot. Minimum six (6') feet and maximum seven (7') feet. The seven (7') foot stucco fence can be capped with the proper capping of no more than six (6") inches in height, with metal (aluminum, wrought iron) door. All fences and walls must be approved in advance by the Committee.

Sides: All fences on the sides of a Lot shall be constructed Horizontally of cedar or treated pine and shall be of six (6") or eight (8") inch boards, with a minimum height of five (5') feet and maximum six (6') feet with tops lipped of no more two (2") inches in height.

Back:

\*Regular Lots (Interior): All fences on the sides of a Lot shall be constructed Horizontally of cedar or treated pine and shall be of six (6") or eight (8") inch boards, with a minimum height of five (5') feet and maximum six (6') feet with tops lipped of no more two (2") inches in height

\* Fairway Lots): All fences shall be constructed of black shinny/glossy metal (aluminum, wrought iron) with minimum of four (4') feet and maximum of six (6') feet; however, all fences shall be approved in writing by the committee before construction of fence can take please.

Section 12. **"Trucks, Buses and Trailer"** No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, construction trucks, motor or mobile homes or other vehicles shall be permitted to be parked on any Lot, except in a closed garage, or on any street for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. This restriction shall not apply to automobiles or small non-commercial passenger trucks in operable condition and regular usage, provided that any such vehicles are parked on an improved driveway and no on the street in front of a Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period. No vehicle shall ever be permitted to be parked on the front or side lawn within view of the public. No vehicles shall ever be permitted to park on a driveway at a point where the vehicle obstructs pedestrians from use of a sidewalk.

Section 13. **"Sidewalks"** Builders of any homes in this Subdivision will be required to construct a sidewalk in compliance with the City of Edinburg 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 homesite, 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

Page 13 of 21

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. **"Garage"** No garage or other outbuilding for less than two (2) cars shall be placed, erected or maintained upon any part of such premises, except for the use in connection with a residence already constructed or under construction at time that such garage or other outbuilding is placed or erected upon the Lot. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such dwelling house. All garages must be side entry.

Section 17. **"Residential Landscaping & Yards"**. Each lot shall be seeded or sodded for a grass lawn. Because of close proximity to the golf course all Lots must be planted with Tifway 419 grass or similar type grass as approved by the Architectural Control Committee. Every lot shall have a functioning sprinkler system installed to insure proper watering and a neat and orderly appearance. If any owner has not begun construction, the owner shall cut grass and maintain the lot properly. The type of sprinkler system and grass shall be determined by the Committee. Each Owner shall maintain grass, trees and shrubbery and keep them disease free and healthy, and if any such trees either die or become diseased or of unhealthy appearance they shall be removed and new trees shall be planted in their place. The cost of all grass, trees and shrubbery shall be paid for by the respective Owner.

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 Hidalgo 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 18. **"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 (Common Lot A, donated to Association by Declarant). Association shall be responsible for the costs, installation, maintenance, and upkeep of mailboxes, as well as reimbursement to Declarant for costs paid regarding 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 residence or on any part of the Common Areas, or which would be in violation of any law.

Section 22. **“Oil Drilling”**. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in or on the Lot, nor shall oil wells, tank, tunnels, mineral excavations or shafts be permitted upon or in any part of the Lot. No derrick or other structure designed for the use in quarrying or boring for oil, natural gas, or other mineral shall be erected, maintained or permitted on the Lot.

Section 23. Adjacent Golf Course. Each Owner acknowledges that the Lots are located within close proximity or immediately adjacent to Los Lagos Golf Club (the “Golf Course”). Accordingly, each Owner agrees to the following:

(a) Each Owner understands that although owning a residence adjacent to or in close proximity to the Golf Course may be desirable to some, such location may be subject Owners’ residence, its occupants, guests, invitees and licensees to the risk or injury from events and activities inherent in the maintenance and use of the Golf Course, including , but not limited to: (1) the flight and impact of errant golf balls; (2) possible entry of golfer onto Owner’s patio and/or yard areas to retrieve errant golf balls; (3) golf course maintenance operation (e.g. pruning, mowing grass, replanting, fertilizing, and the use of loud machinery) which might be conducted during early morning or late afternoon hours; (4) bright lighting and loss of privacy; and (5) obstructed views of the Golf Course as the Gold Course matures and if the Golf Course owner elects to erect screens, fences, or additional landscaping on the Golf Course property.

(b) Each Owner further acknowledges and understands that the Golf Course will be irrigated with reclaimed or treated wastewater. Reclaimed water is not approved for drinking purposes and its use is solely for irrigation purposes. The standards for reclaimed water and its suitability or irrigation purposes are determined by applicable governmental agencies, which standards may vary from time to time. Owners are advised that Lots adjacent to the Golf Course may be subject to overspray from the Golf Course’s irrigation systems. Owner understand that such lots, landscaping, fencing, or other yard improvements, and nay personal property or improvements located thereon may be adversely affected by such overspray.

(c) Owners further acknowledge and understand that the maintenance of the Golf Course will require the use of pesticides, herbicides and fertilizers and may be temporarily cause unpleasant odors, create a hazardous condition or have an adverse impact on landscaping and other improvement on the Lots.

(d) Owners further acknowledge and understand the Golf Course is not owned or controlled by Declarant or the Association and it may cease being used as a golf course and is subject to future development; accordingly, the zoning and use of the golf course



property is subject to change, and therefore future development or the continued use of such property as a golf course cannot be predicted with accuracy.

(e) Owners agree that the Association, the Declarant, the Developer its subsidiaries, parent or affiliated companies, its officers, directors, agents, representatives and employees (collectively, the "Parties") shall not be liable for any cost, expense, loss, damage, injury (including death), or claim or any kind or character, including but not limited to, cause of action for negligence, nuisance, trespass, assault or battery, to any person or property arising from or related to the Golf Course and Owners fully and unconditionally indemnify and hold harmless the Parties from any claims or injury, fatality, property damage or loss resulting or relating to the Golf Course, it being understood that the risk of loss and injury is not placed upon or assumed by the Parties.

**OWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS THAT PARTIES FROM ANY AND ALL DAMAGES, CLAIMS OR LOSSES, INCLUDING ATTORNEYS FEES AND PERSONAL INJURIES, PROPERTY DAMAGE OR IT IS THE EXPRESS INTENTION OF THE OWNERS THAT THE INDEMNITY PROVIDED FOR HEREIN INCLUDES INDEMNITY BY OWNERS TO INDEMNIFY AND PROTECT THAT PARTIES FROM THE CONSEQUENCES OF BUYER'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLD OR CONCURRING CAUSE OF BODILY INJURY, SICKNESS, DISEASE, PROPERTY DAMAGE OR DEATH.**

Owners have read and understand the foregoing provision related to the Golf Course. Each owner acknowledges that their decision to purchase a residence in the Development and by acceptance of title to a Lot each Owner expressly acknowledges the inherent risks commonly understood in owning property adjacent to the Golf Course and willfully accepts the covenants, conditions, restrictions, rights, limitation, responsibilities and indemnities set forth in this Declaration.

Section 24. **"Construction Within One Year."** Any construction of any Improvement, structure, and/or building which is commenced on any Lot must be completed on or before **THREE HUNDRED SIXTY FIVE (365) DAYS** after the commencement of same. [Commencement of construction of a building requiring a foundation is deemed to be the date on which the foundation is poured and/or laid. **All undeveloped or vacant Lots are subject to a \$35 fee per month until Owner begins construction.** Completion includes the following:

- (a) All exterior construction of the residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot;
- (b) All interior construction, including, but not limited to, having all:
  - (1) Electrical outlets in place and functional,
  - (2) Plumbing fixtures installed and operational,

- (3) Cabinet work completed,
- (4) Interior walls, ceilings and doors completed and covered by paint, wallpaper, paneling or the like; and,
- (5) Floors covered by wood, carpet, tile or other similar floor covering.

Any request for a time extension must be submitted to the Architectural Control Committee in writing 30 days before the expiration of the **(365) day** period mention above. This is section is to preserve the property value of the community and to protect the aesthetic integrity of the Development.

Section 25. **“Declarant’s Special Rights”** Declarant or the transferees of Declarant shall undertake the work of developing all Lots included with the Subdivisions. The completion of that work and the sale, rental, or other disposition of Lots is essential to the establishment and welfare of the Subdivisions 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.

Section 26. Development Period. Declarant reserves the right to make amendments to this Declaration. The Development Period begins on the date which this Declaration is filed of record, and ends on January 1, 2023. This reservation is made so that Declarant can facilitate the development, construction, and marketing of the Subdivision; and to direct the size, shape, and composition of the development.

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

Each Owner shall, at its sole cost and expense, repair its residence, keeping the same in a condition comparable to the condition of such residence 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 of a residence 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 residence 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. All plans for rebuilding must be approved by the Committee.

**ARTICLE VIII**  
**ARCHITECTURAL CONTROL**

Section 1. "Architectural Control Committee" Declarant shall designate and appoint the initial Architectural Control Committee ("Committee") consisting of one (1) adult person (at the sole discretion of Declarant), which Committee shall serve until construction of a residence has been completed on every Lot in the Subdivision. If any Member becomes unable or unwilling to continue to serve during such term, Declarant, its successor or assigns, shall appoint a successor to finish the respective term. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. After construction has commenced or been completed on every Lot in the Subdivision, the duties, rights, powers and authority of the Committee shall automatically transfer, without any further formality, to the Association. Further, any or all the duties, rights, powers and authority of the Committee may be assigned at any time, upon the unanimous decision of the Committee, to the Association. From and after the date of such assignment, the Association shall have full right, authority and power, and shall be obligated to perform the functions of the Committee as provided herein.

Section 2. **“Function”** No fence, dwelling, garage or building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plat showing the exact location of the structure on the Lots has been approved in writing by the Committee as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Colors and types of brick, roof, trim, roofing materials, front doors, fences, etc. will be reviewed by and must be approved by Committee.

Section 3. **“Powers”** The Committee shall have and exercise such powers and rights provided for in and consistent with the provisions of this Declaration. The designated representative’s power may be revoked by a written communication to all Lot owners. The Committee may develop an architectural standards guideline and plan to assist the Owners in designing and constructing their residence.

Section 4. **“Approval of Plans and Specification”** No building, landscaping, fence, wall, road, driveway or other structure shall be commenced, erected, altered or maintained upon the Lots, nor shall any exterior addition to, or change or alteration therein, be made, except as set forth below, until samples of the masonry, exterior paint and roofing materials, and the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Committee as to quality of workmanship and material, the harmony of external design with existing structures and location of such improvements in relation the surrounding structures and topography. The Committee must be provided with a full-size set of plans and specifications along with an 8 ½ X 11 set. The full-size set of plans will be returned to Owner upon approval of the Committee and stamped as such so that Owner may obtain a building permit from the City of Edinburg.

The Committee 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.

Section 5. **“Failure of Committee to Act”** In the event that any plans and specification are submitted to the Committee as provided herein, and a written receipt of delivery is obtained, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

Section 6. **“Failure to Comply”** Failure to comply with Section 4 herein shall submit the respective Lot Owner to injunctive relief and/or damages, pursuant to Article II, Section 3. The defendant Lot Owner shall pay all costs of court and attorney’s fees borne by the Association or other entity bringing such action should the Association or other entity, as the case may be, prevail.

## **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.
- (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 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 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 31<sup>st</sup> day of May, 2023.

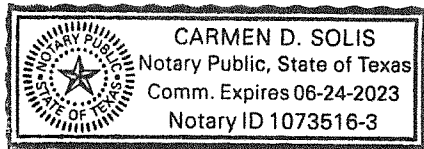
E&J Warehouse and Logistics, LLC, a Texas Limited Liability Company

By: Eduardo Lopez Suarez, 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 31<sup>st</sup> day of May, 2023.



[Signature]  
Notary Public, State of Texas

# Exhibit

# A


NO.	REVISION	DATE	BY

**PLAT SHEET**  
**LOS LAGOS PHASE V SUBDIVISION "A"**  
**EDINBURG, TEXAS**  
**HIDALGO COUNTY**

**RIO DELTA ENGINEERING**  
REGISTERED PROFESSIONAL ENGINEER  
301 S. 10TH AVENUE, EDINBURG, TEXAS 77505  
(714) 504-5000 (FAX) (714) 504-5000

APPROVED FOR RECORDING




NOTARY PUBLIC  
STATE OF TEXAS  
COMMISSION EXPIRES 12/31/2011

**LOS LAGOS PHASE V SUBDIVISION "A"**

APPROVED FOR RECORDING




NOTARY PUBLIC  
STATE OF TEXAS  
COMMISSION EXPIRES 12/31/2011

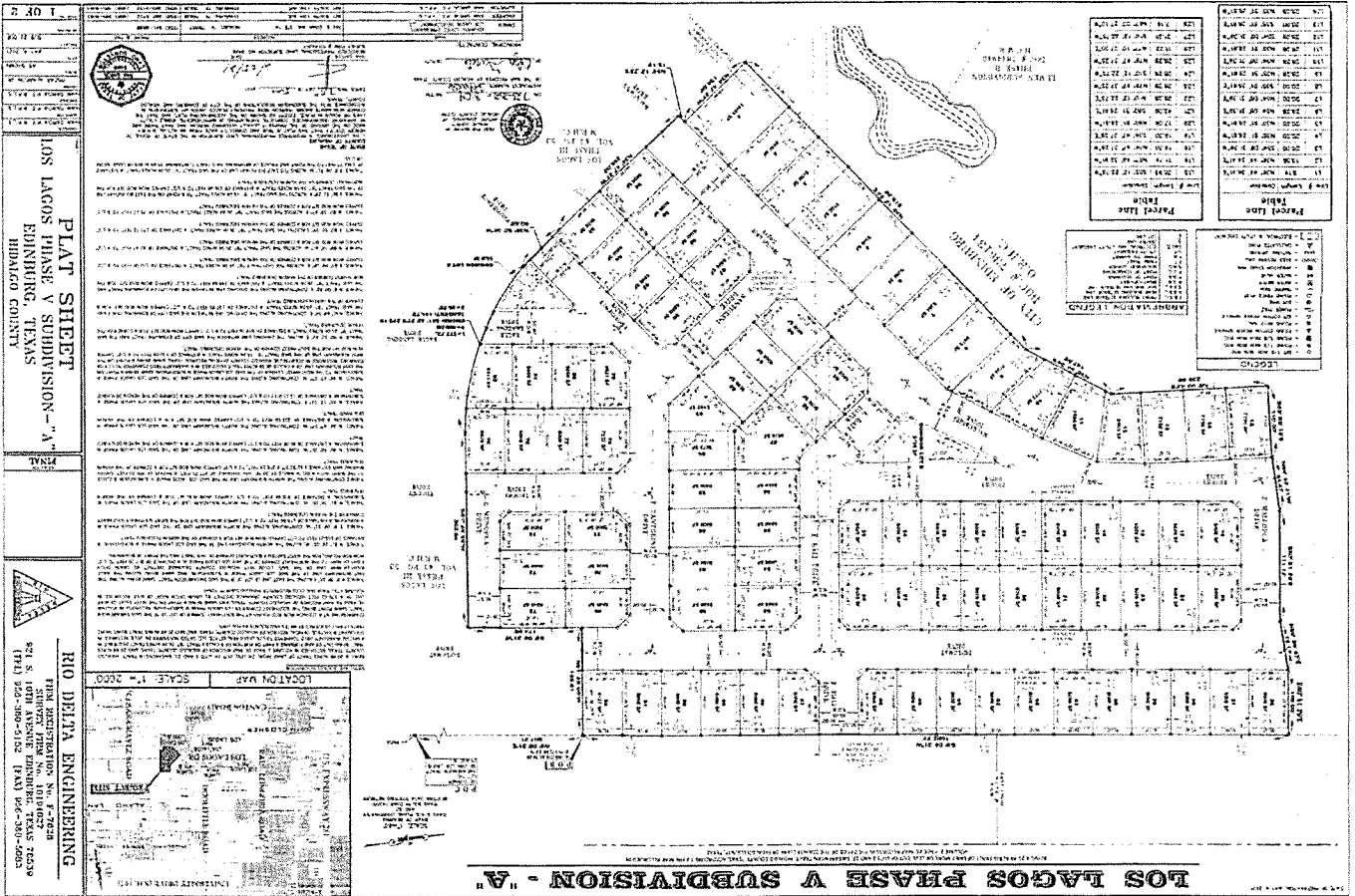
**LOS LAGOS PHASE V SUBDIVISION "A"**

APPROVED FOR RECORDING



NOTARY PUBLIC  
STATE OF TEXAS  
COMMISSION EXPIRES 12/31/2011





**PLAT SHEET**  
**LOS LAGOS PHASE V SUBDIVISION - A**  
 EDINBURG, TEXAS  
 HINDALCO COUNTY

**RO DELTA ENGINEERING**  
 ERM REGISTRATION NO. 2-7228  
 521 S. 10TH AVENUE EDINBURG, TEXAS 76229  
 (714) 255-990-5152 (FAX) 255-280-5823

**SECTION 34 AND 35**  
 TOWNSHIP 10 N  
 RANGE 10 E

**LOS LAGOS PHASE V SUBDIVISION - A**

**LEGEND**

**Parcel Line Legend**

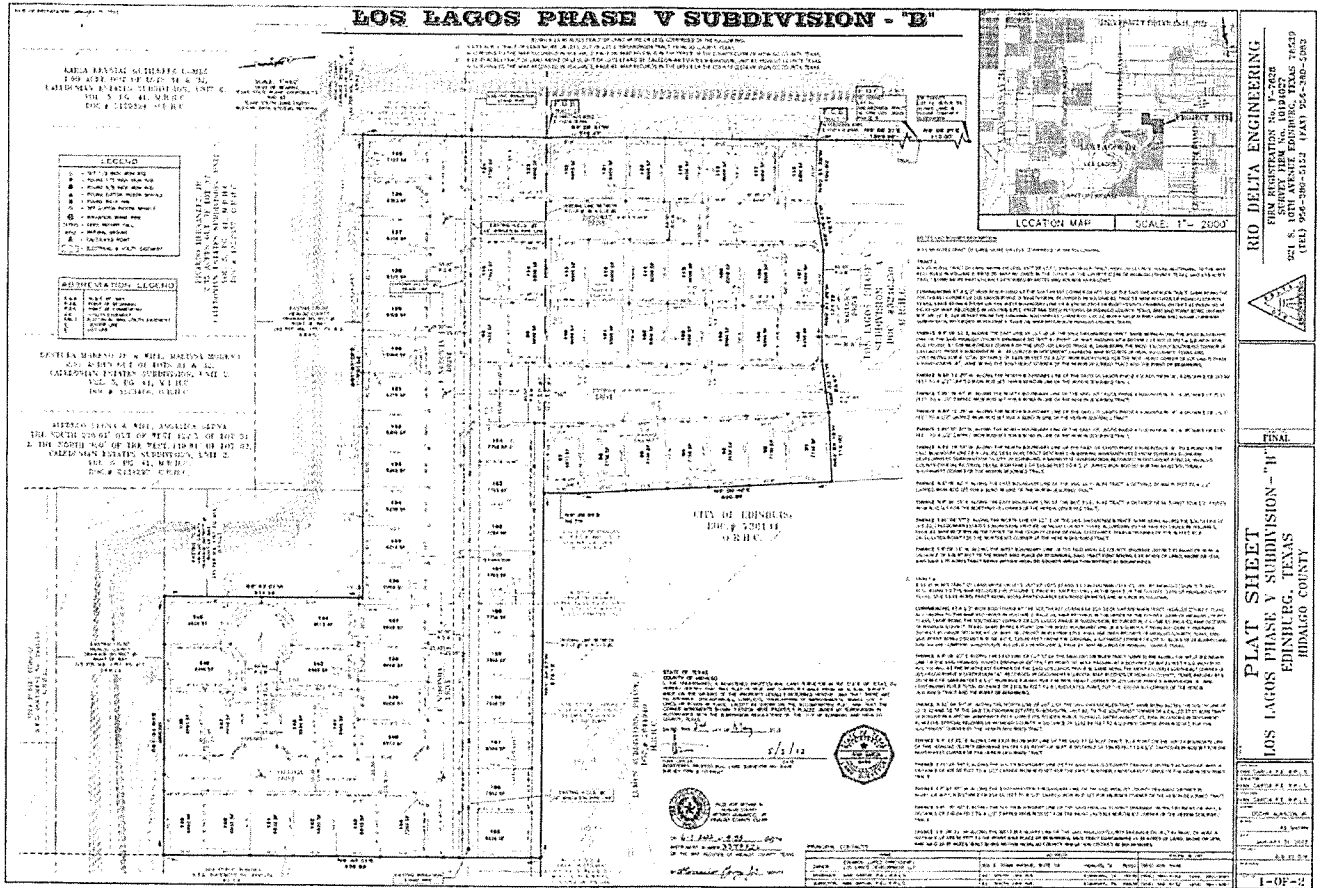
**Parcel Line Table**

**Legend**

**LOCATOR MAP**  
 SCALE 1" = 2000'

# Exhibit

# B



2-40-2	PLAT NO.	2-40-2	SECTION NO.	1
PLAT NO.	2-40-2	SECTION NO.	1	PLAT NO.
PLAT NO.	2-40-2	SECTION NO.	1	PLAT NO.

**PLAT SHEET**  
**LOS LAGOS PHASE V SUBDIVISION "B"**  
 HINDS COUNTY TEXAS

**RIO DELTA ENGINEERING**  
 ENGINEERS ARCHITECTS  
 1011 N. LOOP AVENUE, SUITE 100  
 DALLAS, TEXAS 75201  
 (214) 343-3333

**WARRANTY**

THE UNDERSIGNED, RIO DELTA ENGINEERING, ARCHITECTS, ENGINEERS, AND SURVEYORS, HEREBY WARRANTS THAT THE PLAT HEREON SHOWN IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THE LOTS THEREON AS SHOWN ON THE PLAT HEREON SHOWN, AND THAT THE SAME COMPLY WITH ALL THE LAWS AND ORDINANCES OF THE STATE OF TEXAS AND THE COUNTY OF HINDS, TEXAS, IN THIS RESPECT.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my firm, this 1st day of August, 2011.

*[Signature]*  
 RIO DELTA ENGINEERING, ARCHITECTS, ENGINEERS, AND SURVEYORS



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*[Signature]*  
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*[Signature]*  
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*[Signature]*  
 RIO DELTA ENGINEERING, ARCHITECTS, ENGINEERS, AND SURVEYORS



**LOS LAGOS PHASE A SUBDIVISION "B"**

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