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

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DECLARATION

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

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Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVENCE RIDGE SUBDIVISION, EDINBURG, HIDALGO COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

WHEREAS, TEXAS DELTA 1, LLC, A TEXAS LIMITED LIABILITY COMPANY, hereinafter called "Declarant", is the owner in fee simple of the certain real property Lots located in Hidalgo County, Texas and known by official plat designation as PROVENCE RIDGE SUBDIVISION, an Addition to the City of Edinburg, Hidalgo County, Texas, pursuant to a plat recorded in the Map Records of Hidalgo County, Texas in Document # 3586372 (attached hereto as Exhibit "A"), pertaining to the real property described as:

See Exhibit "A" for the legal description of the underlying property.

WHEREAS, Declarant desires to subject all of 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;

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. "Architectural Controls Handbook" shall mean and refer to the handbook showing materials selection criteria, exterior renderings and other details that ensure the aesthetic consistency of the Provence Ridge Subdivision, as provided by the Declarant to the purchasers of Lots.

Section 2. "Association" shall mean and refer to PROVENCE RIDGE HOMEOWNERS' ASSOCIATION, INC. (or such similar name as may be available with the Texas Secretary of State), a non-profit corporation, its successors and assigns, which was formed by the Owners for the purpose of enforcing the covenants, restrictions and agreements set forth herein.

Section 3. "Common Area" shall mean and refer to all real property located within the boundaries of the Subdivision which are not otherwise located within or a part of any Lot or dedicated to the public, as set forth on the plat or map of the Subdivision as recorded in the Map Records of Hidalgo County, Texas, together with any improvements located thereon, including but not limited to, any perimeter fence constructed by the Declarant, entry monuments, streets, alleys, gates, cluster mailboxes, garbage enclosures, submetering monitoring equipment (aka "gateways") and all landscaping and area lights provided by the Declarant for the benefit of the Subdivision. In the event that any improvement specifically enumerated above is found to be within or part of any Lot, it shall nonetheless be considered Common Area, e.g. garbage enclosures, perimeter fencing encompassing the Subdivision, cluster mailboxes and submetering monitoring equipment.

Section 4. "Declarant" shall mean and refer to TEXAS DELTA 1, LLC, A TEXAS LIMITED LIABILITY COMPANY, as the developer of the Subdivision, and its successors and/or assigns, provided that in order to be a successor or assignee declarant, the subsequent developer must acquire all of the remaining Lots which have not been initially sold by the initial developer.

Section 5. "Declarant Construction Plans" shall mean and refer to those construction plans dated June 15, 2024 provided by the Declarant to purchasers of Lots and any subsequent revisions to said plan provided by Declarant to Lot purchasers.

Section 6. "Lots" shall mean any of the FIFTY-THREE (53) numbered Lots of land shown on the recorded Subdivision map referred to above and for purposes of easements if permitted by the municipal authorities (See Article IV).

Section 7. "Maintenance" shall mean the exercise of reasonable care to keep buildings, fences, sprinklers, fountains, signs, landscaping, lighting, and other related improvements and fixtures, whether enumerated or not, in the common area, 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 8. "Member" shall mean every person or entity who holds membership in the association.

Section 9. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 10. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 11. "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 those holding title merely as security for performance of an obligation.

Section 12. "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 13. "Committee" shall mean the Architectural Control Committee as the same is set out in Article VIII hereinafter.

Section 14. "City Ordinance Laws" with regard to maintenance requirements, all terms herein are as defined in the code of ordinances of the city of Edinburg, regardless of any differing definitions in this declaration of covenants, conditions or restrictions.

Section 15. "Limited Common Area" All parking area entrances, parking areas, sidewalks, yards and fences between Lots shall be limited common elements insofar as they shall belong to the Lot owners and they shall be maintained by the applicable Lot owners, including the responsibility for the maintenance, repair and replacement of said improvements. Yards shall be defined as the area between the street curb and the building on each Lot together with any additional garden areas between the sides of the residential structure with said line extending to the side fence.

Section 16. "Condominium Association" A Lot Owner shall be entitled to record a condominium declaration pertaining to its property that delineates a separate and distinct legal description for each unit constructed on the Lot. Such declaration shall be subject to the covenants conditions and restrictions contained in this instrument. All self-governing matters related to any condominium declaration will be wholly apart from the governance of the Association. Nothing within a condominium declaration and its by-laws will obviate or alter this Declaration of Covenants, Conditions and Restrictions nor ty by-laws of the Association.

ARTICLE II.
ASSOCIATION MEMBERSHIP. VOTING RIGHTS AND POWERS

Section 1. "Membership" Every owner of a Lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a Lot, save and except that the Association, as owner of the common area shall not hold membership in itself. If a condominium association is established for a Lot, said condominium association shall be considered as one Member. Each Lot must have its own condominium association. No condominium association shall be established for multiple Lots.

Section 2. "Voting Rights" The association shall have two (2) classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of Declarant and Association, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons

shall be members and the vote for such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot owned by Class A members. If a condominium association is established for a Lot, each condominium association must elect one representative according to its own rules to act as the owner and shall have no greater than one vote.

Class B. The Class B member shall be Declarant, who shall be entitled to exercise ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on December 31, 2026, whichever first occurs.

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 a result of such additional properties, save and except the acquisition 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 percent (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.

Section 4. "Powers" The Association, in addition to the powers it already possesses in its charter, shall have the power to own real and personal property, to open bank accounts, to enforce this Declaration as herein provided, to obtain a policy or policies of insurance insuring the Association and its members, to make physical improvements to the Common Area as the Association shall deem to be in the best interest of the Subdivision and the Owners, to contract for legal, accounting and other professional services, to contract for security, paving, landscaping and/or any other services, to borrow funds, to employ employees directly or through an operator, to bring an action(s) for injunctive relief and/or damages against any Owner for failure to comply with any Article and/or Section herein, and to otherwise do that which it believes necessary to protect or defend the Common Area and facilities located therein, the Association and/or any of its properties from loss or damage, by suit or otherwise.

Section 5. "Board of Directors" The affairs of the Association shall be managed by a Board of Directors which will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. The number of directors and the initial members of the Board of Directors shall be as set forth in the Articles of Incorporation of the Association.

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 assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned 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 area and/or of improvements situated within same or within the control of the Association. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the common area to the extent not performed by governmental authority or an Owner.

(b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.

(c) Acquisition of furnishings and equipment for the common area as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary or proper for the use of the recreational facilities.

(d) Maintenance and repair of all structures in the common area, including, but not limited to, alleys, fences, sprinkler systems, garbage enclosures, cluster mailboxes, water submetering monitoring equipment, entrance gates and related equipment, fountains, storm drains, sanitary sewers, street lighting, traffic markers, signs and private streets within the confines of the Subdivision and/or any maintenance and repair required by the City of Edinburg, together with all of the facilities existing in the common area.

(e) Fire insurance, if obtainable, covering the full insurable replacement value of the improvements in the common area 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 area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation Insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.

(h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(i) 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 Board of Directors of the Association for the operation of the common areas, for the benefit of Lot owners, or for the enforcement of these restrictions.

(j) In addition to the maintenance of the common area, the Association shall provide exterior maintenance on each Lot as follows: In the event an Owner of any Lot, his family, guests, invitees, agents or others using the Lot premises, shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the 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.

(k) Maintenance and repair of all structures or improvements, formerly within the common area, 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 reserves the right to continue the operation and concurrently has the obligation to maintain and repair.

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

(a) Until DECEMBER 31, 2025, the maximum annual assessment per Lot shall be **$750.00** per Lot, prorated monthly, subject to Section 6 below. Declarant shall monitor the expenses actually incurred within the first three (3) months after the execution of this Declaration and set a monthly amount necessary to meet the actual expenses, but not to exceed the amount set out hereinbefore. Declarant is hereby exempted from any and all annual and/or special assessments for any Lot owned. No Lot owned by Declarant shall be assessed nor shall Declarant be liable for any assessment described herein. Additionally, this exemption applies to any Lot owned by Declarant or conveyed to any related entity of Declarant or if it is transferred by Declarant by gift, devise or descent or another transaction that does not involve the payment of consideration in any form.

(b) Commencing with January 1, 2026, and continuing thereafter, all assessments shall be fixed by the Association in advance of January 1st of each calendar year, after giving due consideration to the anticipated cost of all common area maintenance obligations, and other costs of operating the Association. The Association shall have the right to collect such assessments in advance on either an annual 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, 2026, to December 31, 2028, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the members.

(d) From and after January 1, 2029, the maximum annual assessment maybe increased above twenty-five percent (25%) from the prior year by the vote or written assent of a majority of each class of members.

(e) The Board of Directors of 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" 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 gate, streets, alleys, lighting, garbage enclosures, and/or utilities) on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. "Notice and quorum for action authorized under Sections 3 and 4" Written notice of any meeting called for the purpose of taking any action authorized by Sections 3 or 4 shall be sent to all members not less than three (3) nor more than ten (10) days in advance of such meeting. The number of votes present at a meeting that will constitute a quorum shall be as set forth in the Bylaws of the Association, as amended from time to time. Notice requirements for any and all actions to be taken by the members of the Association shall be as set forth herein or in the Bylaws, as the same may be amended from time to time. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within three (3) days after the date of such meeting.

Section 6. "Uniform rate of assessment" Both annual and special assessments must be fixed at a uniform rate for all Lots, except where additional real estate is added to the initial Lot and in such case, that specific assessment shall be increased proportionately to the additional amount of land annexed.

Section 7. "Commencement and collection of annual assessments" The annual assessments provided for herein shall commence as to all Lots on recording of the Subdivision plat. Declarant has the right to charge this assessment at closing of the Lot purchase for further benefit to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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 may be made payable quarterly. 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, 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 County, a list of delinquent assessments as of that date.

Section 8. "Special Assessments for initial construction of garbage enclosures" Whereas the construction of garbage enclosures is mandated by the City of Edinburg for certain individual lot owners as a condition of permitting the construction of their units, and whereas such enclosures shall serve the benefit of the entire Subdivision, the Declarant shall be vested with the authority to direct the Association to impose a special assessment on all lot owners who are not subject to the requirement to construct garbage enclosures as part of their permitting process. The purpose of this special assessment shall be to reimburse the lot owners who are required to construct said enclosures. This

special assessment shall be exempt from the standard approval process, which would otherwise require a majority vote of each class of members for the approval of a special assessment.

Section 9. "Effect of nonpayment 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 at law against the owner personally obligated to pay the same, or may foreclose the lien against the property by non-judicial foreclosure after appointing a member of the Board of Directors as trustee to conduct the sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot. A delinquent Lot owner shall forfeit its right to vote until such time as the assessments are paid in full along with any costs for collection.

Section 10. "Subordination of assessment lien to mortgages" 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 payment which 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. In the event that the original Lot owner repurchases the Lot after foreclosure, any unpaid assessment extinguished by the foreclosure shall be reassessed against such Lot. In the event that a Lot is subject to a condominium declaration, each separate unit within such Lot may have a mortgage lien. Such mortgage lien shall also be superior to the assessment lien provided herein. In the event that the mortgagor purchases the subject property at a foreclosure sale, the assessment lien shall be reinstated.

Section 11. "Maintenance" The Association shall be responsible for the maintenance of all cluster mailboxes, garbage enclosures, water submetering monitoring equipment (aka "gateways"), private streets, private street lighting (including any electrical service charges or meters) private traffic control devices including gates and their related equipment, and common areas (including perimeter fencing or walls) of the Subdivision. Such maintenance obligation shall be to city standards or alternative standards as specified and approved on the construction plans at the time of Subdivision. In addition, the Association shall be responsible for the installation and maintenance of all exterior landscaping between the property line of fence or wall line of the private Subdivision and the curb line of the adjacent public road or public street. The Association shall exercise reasonable care to keep buildings, fences, sprinklers, fountains, signs, landscaping, lighting, and other related improvements and fixtures, whether enumerated or not, in the common area, in a condition comparable to their original condition, normal wear and tear excepted. The Association shall exercise generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth. In the event that a Lot owner fails to properly maintain its Limited Common Elements, the Declarant and/or Association may perform the maintenance and the price of such maintenance and a $100 fine shall be assessed against the Lot owner or condominium association, in the event that the Lot has condominium units.

Section 12. "Association to Maintain Streets" The Declarant and/or Association will retain ownership and control over the paved streets of the Subdivision.

Section 13. "Designation of Agent" The Association shall designate an agent for the Association for the purpose of receiving communication from the City of Edinburg and shall notify the City Secretary of such designation and any substitution or replacement of such agent.

Section 14. "Penalty Assessment" In the event that an Owner fails to comply with the requirements of these Covenants, Conditions and Restrictions, after notice (provided by letter, email, or otherwise), the Association shall assess a penalty of $25.00 per day until the non-compliance is remedied.

Section 15. "Auto Draft of Dues and Assessments" The Association shall set up an ACH payment system to facilitate the quarterly payment of annual dues and assessments and penalties. In the event that the Owner's account is insufficient to cover the ACH payment, there shall be a $50.00 penalty.

ARTICLE IV.
PROPERTY RIGHTS

Section 1. "Owner's Easements of Enjoyment" Every owner of a Lot shall have a right and easement of enjoyment in and to the common area 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 and/or fines against his Lot remain unpaid, and the right, after hearing by the Board of Directors, 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 area, including any improvements, to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3rds) of each class of members 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" Unless provided for herein, all buildings, structures, fences, hedges, outbuildings and appurtenances are subject to the setback restrictions noted in the Subdivision Plat. THE CITY OF EDINBURG BY AND THROUGH ITS AUTHORIZED PERSONNEL SHALL HAVE THE POWER TO ENFORCE THESE RESTRICTIONS BY PROHIBITING THE ENCROACHMENT THROUGH ANY LEGAL REMEDY AVAILABLE TO THE CITY OF EDINBURG OR BY THE DENIAL OF ANY BUILDING PERMIT THAT WOULD OTHERWISE CREATE A VIOLATION OF THIS SECTION.

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, the Association and/or Owners shall not place any structure, planting, or other material 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 shall be built, erected, or maintained on any such easement, reservation, or right of way. The Association and Owners shall allow access to such easements, reservations, and rights of way to all public and quasi-public utility corporations, their employees and contractors, as well as 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 easements of access to all private streets, alleys and, as necessary, Lots, within the Subdivision to the City of Edinburg for the use of city personnel and equipment on city business.

(d) There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and portion or portions of the Common Areas adjacent thereto for any encroachment due to the unwillful placement, settling or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, 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 the willful conduct of an Owner.

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 any 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 Area, nor shall Declarant, or any Owner or any other person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy or through a condominium declaration.

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

Section 8. "Title to Common Areas" The recordation of this declaration shall serve as a dedication and conveyance to the Association, without consideration, of the fee simple title to the Common Areas free and clear of monetary liens and encumbrances other than those created in or subordinate to the declaration. Notwithstanding the foregoing or any other provision contained in this declaration, Declarant shall have the right to use, for no additional charge, any and all Common Areas for purposes of marketing signage and sales trailers, and/or in connection with the development of the Lots, from the date hereof through the date that Declarant closes on the sale of the last Lot in the Subdivision to a third-party buyer.

ARTICLE V.
USE RESTRICTIONS

Section 1. "Residential Use" All Lots, and each and every one thereof, are for multi-family residential purposes only. No building or structure intended shall be adapted to business purposes save and except the business of the Declarant and the transferees of the Declarant in developing all of the Lots as provided in Section 19 below and those businesses allowed for by the Association. No improvement or structure whatever, other than those allowed for in the Construction Plans and Architectural Control Handbook provided by the Declarant or as approved by the Committee in its absolute discretion and carports, may be erected, altered, placed, maintained or permitted to remain on any Lot in the Subdivision, without the express written consent of the Committee. A multi-family residential building or structure may be further divided into separate units through a duly executed condominium declaration.

Section 2. "Construction Specifications" Construction specifications for all structures constructed on a Lot shall comply with the Declarant Construction Plans and Architectural Controls Handbook provided by the Declarant as they pertain to the exteriors only. All construction plans drafted by any Member other than the Declarant shall be approved unanimously by the Architectural Control Committee before the commencement of construction. Not limiting the foregoing, construction specifications are as follows:

(a) Two story designs are required on Lots 1, 2, 3, 4, 5, 14, 15, 18, 19, 29, 30, 31, 32 and 33 only. Single story designs are required on all remaining Lots. Any deviation from the above must be requested and approved by the Committee in its sole discretion.

(b) All exterior dimensions, construction details, fascia and soffit profiles and dimensions, material selections and the like must comply with the Architectural Controls Handbook. Should any changes to such be necessary in order to meet required setbacks on any individual Lot, such changes must be approved the Architectural Control Committee.

(c) Roof slopes must comply with the Declarant Construction Plans.

(d) 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.

(e) No clothing or other materials hall be aired or dried within the boundaries of the Subdivision except in an enclosed area that blocks visibility from any public or private street or alley.

(f) No burglar bars shall be permitted on doors or windows unless approved by the Committee.

(g) No privy, cesspool or septic tank shall be placed or maintained in the Subdivision.

(h) Each Owner must provide outdoor lights per the specifications of the Architectural Controls Handbook and at the exact locations per the Declarant Construction Plans. Three lights at each duplex must be wired to a common meter and must be light sensitive such that they provide safety and security to all inhabitants of the Lot. In the event that the specified light becomes unavailable, a light similar or better shall be allowed with prior approval by the Committee before purchase and installation.

(i) Each owner must provide an automatic outdoor water sprinkler system for the Lot and a separate submeter for such sprinkler system. Submetering specifications are provided in the Architectural Controls Handbook.

(j) Front yards shall be landscaped in a professional manner with shrubs, hedges, and/or ground covers and trees per City of Edinburg Code. One street tree (those planted in the front yard right of way) is required per Lot and shall be at least one (1) live oak tree of a minimum of two (2) inches in diameter caliper and a minimum of seven (7') foot height. Street trees shall be planted on the right side of the Lot when facing the Lot from the street, except for Lot 33, where the street tree shall be planted on the left side of the Lot when facing the Lot from the street. Should the City of Edinburg require an additional tree per Lot, it shall likewise be a live oak tree of a minimum of two (2) inches in diameter caliper and a minimum of seven (7') foot height and shall likewise be planted in the aforementioned right of way, opposite the aforementioned required street tree, equidistant from the centerline of the Lot driveway such that the tree plantings are symmetrical. Each tree shall be planted a minimum of fifteen (15') feet from the centerline of the Lot driveway so that upon maturity, the tree canopies do not interfere with one another.

(k) Additional specifications may be adopted by the Committee at any time. The list is not meant to be exhaustive or definitive.

(l) Completion of Construction. Construction shall be completed no later than one year after commencement. In the event an Owner fails to complete construction of improvements within required time limit, the Architectural Control Committee shall have the right to impose a reasonable daily fine.

Section 3. "Similarity of Buildings" All buildings whether one (1) or two (2) story shall comply with the Declarant Construction Plans and Architectural Controls Handbook in so far as they relate to building exteriors only. In the event that setbacks, a desire for larger units, or other site requirements necessitate changes to the dimensions of these plans, all changes must be approved by the Committee before construction. All buildings whether one (1) or two (2) story shall comply with the color and façade specifications provided for in the Architectural Controls Handbook, to promote the appearance of harmony and unity in design and development. Any subsequent changes in exterior color or façade must be consistent for the entire Subdivision and first be approved by the Architectural Control Committee to insure the appearance of conformity with existing structures.

Section 4. "Setbacks" Unless provided for herein, all buildings, structures, fences, hedges, outbuildings and appurtenances are subject to the setback restrictions noted in the Subdivision Plat and as required by the City of Edinburg.

Section 5. "Consolidation and Partial Lots" No Lot shall be re-subdivided in any fashion except for as is necessary to establish a condominium declaration on a Lot. Consolidation of two or more immediately adjoining Lots shall be permitted for Lots 1, 2, 3, 14, 15, 18, 19, 31, 32, 33 for Declarant and or its successors and related entities. Should an Owner desire to consolidate any of the aforementioned lots approval from the Architectural Committee will be required.

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 19 below.

Section 8. "Occupancy" No structure erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, except as herein required. Nor 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 temporary unless approved in writing by the Committee.

Section 9. "Driveways, Parking and Carports" The Lot owners are required to make available and designate striped and numbered off-street parking spaces for each unit which shall conform with the parking requirements and restrictions of the City of Edinburg. Driveways and parking areas must be constructed of concrete or other material receiving the approval of the Committee, only. All parking spaces must be covered by carports. All carports must be constructed of steel and metal and painted white per the specifications provided for in the Architectural Controls Handbook.

Section 9. "Signs" No signs of any character shall be allowed on any Lot except one sign of not more than five (5) square feet, advertising the property for sale or rent; provided, however, that Declarant and any other persons or entity engaged in the construction and sale of a residence within the Subdivision shall have the right, during the construction and sales 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 19 below.

Section 10. "Garbage Cans, 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 and sanitary condition. No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises. All clothes lines, 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 road or streets. Plans for all enclosures of this nature must be approved by the Committee prior to construction, save and except Section 19 below.

Section 11. "Animals" No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except that no more than two (2) dogs and two (2) cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and household pets must not be allowed to wander throughout the Subdivision. Failure to comply will result in a fine being imposed by the Association of not less than $25.00 per day until the violation is cured.

Section 12. "Fences and Walls" All Lots must have a fenced in side and/or backyard. All fences shall be constructed of cedar. There shall be no chain-link, wrought iron or inferior constructed fences whatsoever, unless completely concealed within a fence constructed in accordance with this section. All cedar fencing shall be six (6") or eight (8") inch boards with a height of six (6') feet with tops clipped two (2") inches on the top corners. Each Lot Owner shall be responsible for the maintenance and repair of any damage to any fence constituting a Limited Common Element caused by such Owner, Owner's agents or occupants, acts of nature or natural decay, wear and tear. All fence materials and wall locations must be approved by the Committee prior to construction.

Section 13. "Trucks, Buses, Trailers and Vehicles in Disrepair" No truck, bus, motor home, trailer, commercial vehicle, boat, vehicles in disrepair or other equipment shall be left parked or placed in the street in front of any Lot; and such shall not be permitted on any Lot except for construction and repair equipment while the residence or residences are being built or repaired on such Lot; and no truck, bus, boat. trailer or vehicles in disrepair shall be parked in the driveway or any portion of the Lot in such manner as to be visible from the street. Additionally, no maintenance shall be allowed on any type of motorized vehicle on the street or in the driveway or parking areas of any Lot. Failure to comply will result in a fine being imposed by the Association of not less than $25.00 per day until the violation is cured. Association has the right to have any of the foregoing vehicles and equipment removed from the Subdivision with reasonable notice at the expense of the owner of such vehicles and equipment.

Section 14. "Outside Storage of Personal Property" Storage of any and all personal property including bicycles, barbeque pits and grills, furniture, houseplants, exercise equipment, construction materials and so forth is not permitted except on any portion of the Lot in such manner as to not be visible from the street. Personal property may be stored in the fenced in area of a Lot's unit so long as such personal property is not visible from the street and

further does not constitute a hazard to the inhabitants of the Subdivision or constitute a health code or fire safety violation of the City of Edinburg. Failure to comply will result in a fine being imposed by the Association of not less than $25.00 per day until the violation is cured. Association has the right to have any of the foregoing personal property removed from the Subdivision with reasonable notice at the expense of the owner of such personal property.

Section 15. "Prohibited Activities" No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot except for those which may be permitted by the Association.

Section 16. "Utility Lines, Antennas, Meter and Utility Boxes" All electrical service and telephone lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed, or maintained on any of the Lots. No attachments of any sort including electrical meter boxes, cable and internet boxes shall be allowed on any street facing façade of the building, nor on any façade with a primary unit entrance door.

Section 17. "Insurance" Nothing shall be done or kept on a Lot or on the common area 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 area which would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.

Section 18. "Declarant's Special Rights" Declarant or the transferees of Declarant shall undertake the work of developing all Lots and Common Area included within the Subdivision, the completion of that work, and the sale, rental, or other disposal of residential units 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 construed 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 parts 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 representatives, 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 improved with completed residences.

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

Section 19. "Model Homes" Builders of multifamily residences in the Subdivision may maintain a "model home" for marketing and sales purposes. However, a residence may only be utilized as a "model home" for twenty-four (24) months after completion. All model homes must be constructed in accordance with the construction standards contained herein, presented in the Declarant Construction Plans and Architectural Controls Handbook and with the prior approval of the Committee.

ARTICLE VI.
OWNERS' OBLIGATION TO REPAIR

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

ARTICLE VII.
OWNERS' 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 the damage occurs, unless prevented by causes 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 three (3) adult persons, those being CARL JACKSON STITH, MICHAEL A. CANTU and ENRIQUE GUZMAN, which Committee shall serve until December 31, 2026. 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 services performed pursuant to this covenant. After December 31, 2026, the duties, rights, powers and authority of the Committee shall automatically transfer, without any further formality, to the Association. Further, any or all of 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" The Committee shall perform the functions provided for and consistent with the provisions of this Declaration.

Section 3. "Powers" The Committee shall have and exercise the powers and rights provided for in and consistent with the provisions of this Declaration. Each Committee Member shall have one (1) vote. Except in those instances in this Declaration where the unanimous action of all Committee Members is required for the Committee to make a decision or take an action, no action shall be taken or any decisions made by the Committee except with the concurrence of not less than two (2) Committee Members, however, a designated representative approved unanimously by all three (3) Committee Members shall have the sole power to act on behalf of the Committee. The designated representative's power may be revoked by a written communication to all Lot owners. Each Committee Member shall be entitled to receive (but may waive) not less than five (5) days written notice of each meeting of the Committee and of each action proposed to be taken and decision proposed to be made by the Committee (whether or not at a meeting). The Committee may adopt such Bylaws to govern the performance of its functions under this Declaration as the Committee Members may deem appropriate, provided that no provision of such Bylaws shall be contrary to any provision of this Declaration.

Section 4. "Approval of General Contractor, Plans and Specifications" No building, fence, wall, road, driveway, landscaping or other structure shall be commenced, erected, altered or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, except as set forth below, until samples of the brick or exterior paint (if brick is not to be used) 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 the harmony of external design and location of such improvements in relation the surrounding structures and topography. In addition, the proposed General Contractor shall be submitted to the Committee for approval at its sole and absolute discretion.

Section 5. "Failure of Committee to Act" In the event that any plans and specifications 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 4. 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. Failure to comply will result in a fine being imposed by the Association of not less than $50.00 per day until the violation is cured.

ARTICLE IX.
ANNEXATION OF ADDITIONAL PROPERTY

Until The Class B membership ceases and converts to Class A membership, additional residential property and common area may be annexed to the Subdivision at the discretion of the Declarant. Upon the ceasing of Class B membership and conversion thereof to Class A membership, additional residential property and common area may be annexed to the Subdivision with the consent of two-thirds (2/3rds) of the Class A membership.

ARTICLE X.
RECIPROCAL EASEMENT AND OPERATING AGREEMENT

Declarant and/or Association shall have the authority, but not the obligation, to enter into a written agreement with any adjacent property's Owners' Association, who represents any owners of Lots and/or Units within any Lot adjacent to the Subdivision, including their common elements, to share expenses of the upkeep of the streets, alleys, private drives, perimeter fences and any and all other assets lying in the common area/areas of the Subdivision if they deem it to be in the best interest of their Association/Associations. Their action shall be binding on all property owners and members. Such agreement may provide for the suspension of use of any and/or all common areas for the default of the payment of obligatory dues for maintenance and/or failure to perform contracted obligations within their own areas as agreed.

ARTICLE XI.
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 anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

(a) Section 3. "Amendments" Declarant. So long as the Class B membership exists, 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 in compliance with an applicable governmental statute, rule or regulation or judicial determination which is in conflict therewith, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property, or (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the Subdivision. Further, so long as it still owns any portion of the Subdivision 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 Class A Members, together with the Class B Member's vote, for so long as the Class B Membership shall exist. However, the percentage of voters 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 recording 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 tide 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 periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least three-quarters (3/4) 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 improvements thereon. If any provision contained in this Declaration or amendment is found to violated 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 and sublease 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 and guests are complying with the terms of this Declaration.

Section 8. "Annexation of Additional Property" At any time following the recording of this Declaration, Declarant, its successors or assigns, in its sole discretion, may annex additional property into the Subdivision and/or into and under the scope of this Declaration and subject to the terms and provisions for this Declaration (as an additional or new Lot, phase, section or otherwise), without notice to or the consent of joinder of any other Owner (except the owner(s) of any such annexed property at time of annexation). To annex additional property, Declarant shall prepare, execute and record in the Real Property Records of Hidalgo County, Texas, an amendment to this Declaration describing the property to be annexed and declaring same to be part of the Subdivision and subject to the terms and provisions of this Declaration.

Section 9. "Maintenance and Repairs of Common Areas to the extent not performed by governmental authority or an owner" The Association acknowledges and agrees to comply with all Edinburg Code of Ordinances, as now or hereinafter amended, as well as the various provisions contained herein for Maintenance Obligation of the Lot owners and the Homeowners Association.

EXECUTED this 11th day of OCTOBER, 2024.

TEXAS DELTA 1, LLC, A TEXAS LIMITED LIABILITY COMPANY
BY: MAVERICK VALLEY BUILDERS, LLC, A TEXAS LIMITED LIABILITY COMPANY, MANAGER

By: _____
MICHAEL CANTU, Managing Member

BY: NATIONAL ACCOMMODATIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, MANAGER

By: _____
CARL J. STITH, Manager

THE STATE OF FLORIDA §
COUNTY OF BROWARD §

This instrument was acknowledged before me on this 7th day of OCTOBER, 2024, by CARL J. STITH, Manager of NATIONAL ACCOMMODATIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, MANAGER of TEXAS DELTA 1, LLC, A TEXAS LIMITED LIABILITY COMPANY.

JAIME BETH LEON
Notary Public - State of Florida
Commission # HH 581740
My Comm. Expires Aug 13, 2028
Bonded through National Notary Assn.

_____
Notary Public, State of Florida

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 11th day of OCTOBER, 2024, by MICHAEL CANTU, Managing Member of MAVERICK VALLEY BUILDERS, LLC, A TEXAS LIMITED LIABILITY COMPANY, MANAGER of TEXAS DELTA 1, LLC, A TEXAS LIMITED LIABILITY COMPANY.

_____
Notary Public, State of Texas

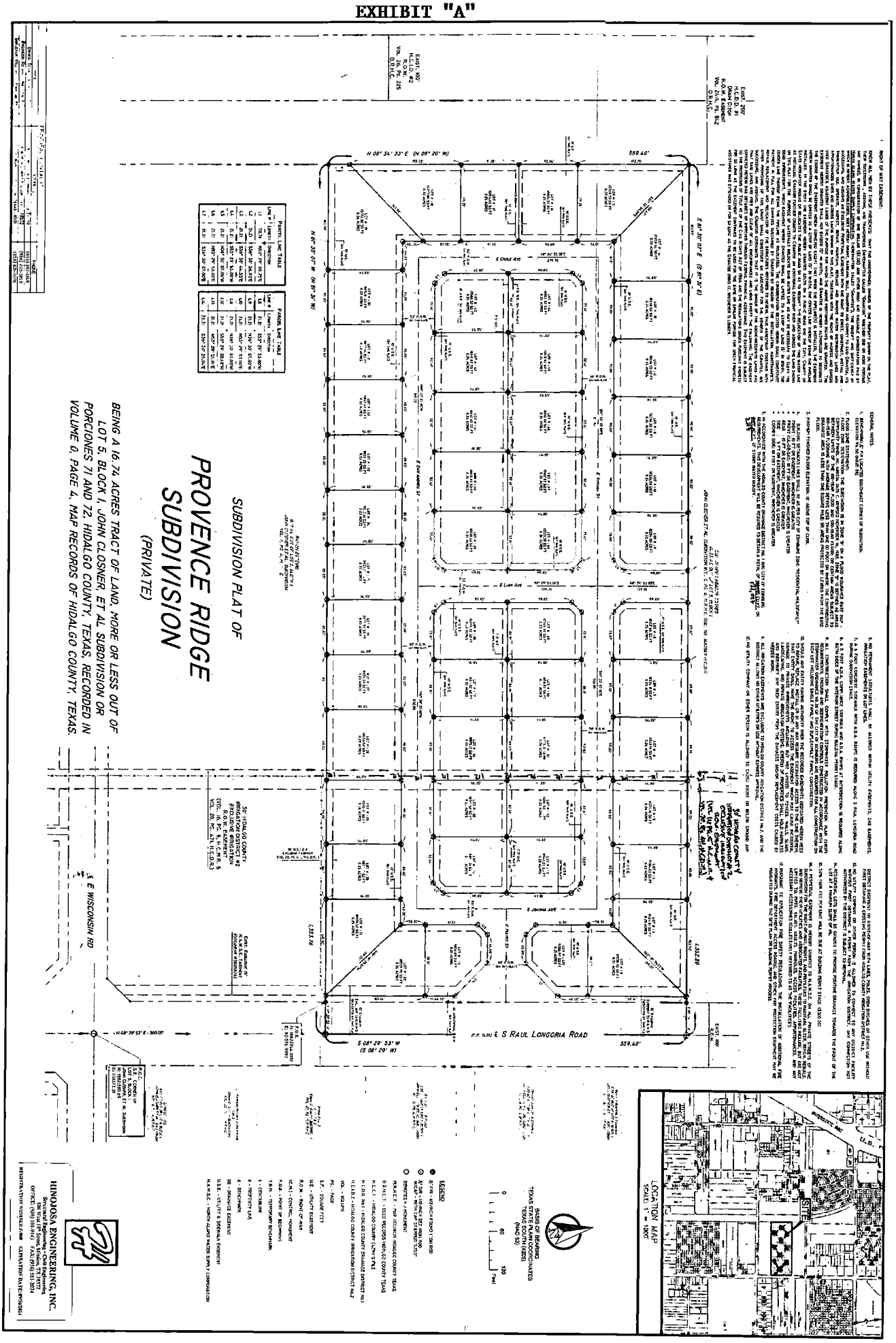
ANNA M GONZALEZ
Notary Public
State of Texas
ID # 11700812
My Comm. Expires 10-16-2027

APPROVED BY:
FIRST COMMUNITY BANK

BY: _____

AFTER RECORDING RETURN TO:
TEXAS DELTA 1, LLC
1106 GOODRICH DR.
EDINBURG, TEXAS 78539

EXHIBIT "A"


PROVENCE RIDGE SUBDIVISION
(PRIVATE)
SUBDIVISION PLAT OF
BEING A 16.74 ACRES TRACT OF LAND, MORE OR LESS OUT OF LOT 5, BLOCK 1, JOHN CLOSNER, ET AL SUBDIVISION OR PORCIONES 71 AND 72, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
GENERAL NOTES:
RIGHT OF WAY EASEMENT:
S. RAUL LONGORIA ROAD
E. WISCONSIN RD
E. SAN MARIA ST.
S. CHOLE AVE
S. LUAN AVE
S. JOANNA AVE
LOCATION MAP
SCALE: 1" = 1000'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
TEXAS ZONE
(NAD 83)
LEGEND
HINOJOSA ENGINEERING, INC.
Structural Engineering • Civil Engineering
OFFICE: (956) 381-0981 FAX: (956) 381-3091
REGISTRATION NUMBER F-2006
REGISTRATION EXPIRES: 6/30/2021

Doc-3589673

CHAIRMAN, PLANNING COMMISSION

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING AND ZONING COMMISSION — DATE 9/9/2024

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE PROVENCE RIDGE SUBDIVISION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

08/27/24

WILLIAM A. HANGUM, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR No. 4353

STATE OF TEXAS
COUNTY OF HIDALGO

I, RICARDO HINOJOSA, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

08/27/2024

RICARDO HINOJOSA, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 65228

METES AND BOUNDS

BEING A 16.74 ACRES TRACT OF LAND, MORE OR LESS OUT OF LOT 5, BLOCK 1, JOHN CLOSNER, ET AL. SUBDIVISION OF PORCIONES 71 AND 72, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 16.74 ACRES BEING OUT OF AND FORMING A PART OR PORTION OF A CALLED 20.00 ACRES TRACT DESCRIBED IN A GIFT WARRANTY DEED CONVEYED TO DAVID ESTEVIS, DATED APRIL 27, 2018, RECORDED IN DOCUMENT #2018-2931938, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS AND SAID 16.74 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT THE SOUTHEAST CORNER OF THE SAID LOT 5, BLOCK 1, SAME POINT BEING THE NORTHEAST CORNER OF LOT 6, BLOCK 1, AND SAME POINT BEING THE INTERSECTION BETWEEN THE CENTERLINES OF WISCONSIN ROAD AND RAUL LONGORIA ROAD (F.M. 1426);

THENCE, N 8 DEGREES 29 MINUTES 53 SECONDS E, ALONG THE EAST LINE OF SAID LOT 5, BLOCK 1, SAME BEING ALONG THE CENTERLINE OF RAUL LONGORIA ROAD (F.M. 1426), TO THE NORTHEAST CORNER OF A CALLED 12.87 ACRES TRACT CONVEYED TO RAMON ESTEVIS, RECORDED IN VOLUME 1579, PAGE 837, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS A DISTANCE OF 356.00 FEET TO A CALCULATED POINT;

THENCE, N 81 DEGREES 30 MINUTES 07 SECONDS W, ALONG THE NORTH LINE OF THE SAID 12.87 ACRES RAMON ESTEVIS TRACT, TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY OF RAUL LONGORIA ROAD (F.M. 1426) (100 FOOT EXISTING RIGHT-OF-WAY AS PER VOLUME 992, PAGE 436, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS), A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD FOUND, FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE, N 81 DEGREES 30 MINUTES 07 SECONDS W, ALONG THE NORTH LINE OF THE SAID 12.87 ACRES RAMON ESTEVIS TRACT, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF A CALLED HIDALGO COUNTY DRAINAGE DISTRICT No. 1 DRAIN DITCH RIGHT-OF-WAY EASEMENT (200-FOOT WIDE AS PER VOLUME 214, PAGE 842, OFFICIAL RECORDS OF HIDALGO COUNTY, A DISTANCE OF 1,303.76 FEET TO A 1/2" IRON ROD FOUND, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 8 DEGREES 34 MINUTES 33 SECONDS E, ALONG THE EAST RIGHT-OF-WAY OF THE SAID HIDALGO COUNTY DRAINAGE DISTRICT No. 1 RIGHT-OF-WAY EASEMENT, TO A POINT ON THE SOUTH BOUNDARY LINE OF A CALLED 14.33 ACRES TRACT CONVEYED TO GUADALUPE LABRADOR TORRES, RECORDED IN DOCUMENT #1480649, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 559.40 FEET TO A 1/2" IRON ROD FOUND, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81 DEGREES 30 MINUTES 07 SECONDS E, ACROSS THE SAID LOT 5, BLOCK 1, SAME BEING ALONG THE SOUTH BOUNDARY LINE OF THE SAID 14.33 ACRES GUADALUPE LABRADOR TORRES TRACT, TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF RAUL LONGORIA ROAD (F.M. 1426) (100 FOOT EXISTING RIGHT-OF-WAY AS PER VOLUME 992, PAGE 436, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS), A DISTANCE OF 1,302.89 FEET TO A 1/2" IRON ROD FOUND, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 8 DEGREES 29 MINUTES 53 SECONDS W, ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF RAUL LONGORIA ROAD (F.M. 1426) (100 FOOT EXISTING RIGHT-OF-WAY AS PER VOLUME 992, PAGE 436, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS), A DISTANCE OF 559.40 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 16.74 ACRES OF LAND, MORE OR LESS.

EXHIBIT "A" CONT.

PRINCIPAL CONTACTS:		
NAME	ADDRESS	PHONE
	Texas 78577	(956) 207-8169
	Texas 78572	(956) 205-3443
	Texas 78501	(956) 867-7605

MAYOR, CITY OF EDINBURG
CERTIFICATE OF APPROVAL

I, UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF EDINBURG — DATE 10/1/24

ATTEST: CITY SECRETARY — DATE 10/01/24

APPROVED BY DRAINAGE DISTRICT

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE HAS NOT REVIEWED AND ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER — DATE 09.27.24

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO.2
ON THIS THE 5th DAY OF September 20 24

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS-OF-WAY OR EASEMENTS.

PRESIDENT — ATTEST: SECRETARY

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: 10/3/24 AT 3:16 AM(D)
INSTRUMENT NUMBER 3581373
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATE, AND ATTESTATION

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS PROVENCE RIDGE SUBDIVISION, DO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.
THE STREETS, AS REFLECTED UPON THE SUBDIVISION PLAT, HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS, AND THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.
THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF EDINBURG.

TEXAS DELTA, LLC
MICHAEL A. CANTU, MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL A. CANTU KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE DAY 7th OF August 20 24.

AURORA MANDY
Notary Public
State of Texas
ID # 134306518
My Comm. Expires 05-31-2027

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. 05-31-2027

SUBDIVISION PLAT OF

PROVENCE RIDGE SUBDIVISION

(PRIVATE)

BEING A 16.74 ACRES TRACT OF LAND, MORE OR LESS OUT OF LOT 5, BLOCK 1, JOHN CLOSNER, ET AL SUBDIVISION OR PORCIONES 71 AND 72, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

HINOJOSA ENGINEERING, INC.
Structural Engineering • Civil Engineering
108 West 18th Street, Mission, TX 78572
OFFICE: (956) 581-0143 FAX: (956) 581-2074
REGISTRATION NUMBER F-909 EXPIRATION DATE: 09/30/2024

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