

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
CARMEN AVILA SUBDIVISION PHASE 1**

**DATE:** MARCH 27, 2019

**OWNER & DEVELOPER:** JEFFERSON ROAD PROPERTY INVESTMENTS, LLC  
P.O. BOX 2604  
EDINBURG, TEXAS 78540

**PROPERTY** All of CARMEN AVILA SUBDIVISION PHASE 1, Hidalgo County, Texas, according to the plat of said CARMEN AVILA SUBDIVISION PHASE 1, recorded as Document Number 2998724, Map Records of Hidalgo County, Texas.

**OWNER & DEVELOPER:** JEFFERSON ROAD PROPERTY INVESTMENTS, LLC.  
TO PRESERVE THE VALUE AND INTREGRITY OF ALL LOTS IN CARMEN AVILA SUBDIVISION PHASE 1, DEVELOPER DOES HEREBY ADOPT AND IMPRESS THE FOLLOWING RESTRICTIVE COVENANTS UPON THE SUBDIVISION:

These Restrictive covenants shall also restrict all lots resulting from a re-subdivision of one or more lots in the Subdivision. The word "Subdivision" shall include such re-subdivided lots. Developer may assign its rights related to these covenants & restrictions.

Developer desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property, and protection of property values therein; and, to that purpose, Developer hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of the Property, including the dedicated roads, avenues and streets therein. Each contract or deed which may be hereafter executed with regard to any of the Property shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

**SUBDIVISION RESTRICTIONS**

**1. Use.**

(a) Commercial Lots 1-10 shall not be used for any purpose other than for commercial use. **No commercial swine operation shall be permitted.**

(b) Residential Lots 11-108 shall not be used for any purpose other than as a permanent single-family residence. **One residence per lot maximum.** No bars, cantinas serving alcohol, junk yards or slaughter of animals shall be permitted. All lots and the improvements thereon shall be used for private residential purposes only. There shall be only one residential building on each residential lot. "Residential use" includes single-family residential uses, two family uses or multi-family residential apartments or townhouse uses only if the owner of the lot obtains the written approval of the Hidalgo County Health Department, the Hidalgo County Fire Marshall, and Developer. Any and all utility upgrades required for such shall be at lot owner's

sole expense. Notwithstanding the above, the Developer and/or Developer's assigned, in its sole and absolute discretion, may designate one or more lots to be used as a park or other social service purpose by recording an amendment of these Restrictive Covenants in the manner permitted herein.

## **2. Structures.**

(a) No more than one single-family residence or mobile home per lot is permitted. No mobile home or travel trailer or a building or house constructed at another location may be moved onto any lot until the owner of the lot has obtained written consent from Developer. Developer may grant or withhold such consent in Developer's sole discretion.

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

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

(d) All lots shall be subject to the minimum building set back requirements shown in the General Notes on the subdivision plat.

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

## **3. Sewerage.**

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

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

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

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

**6. Unsightly Storage.** No more than 3 vehicles shall be allowed on each lot unless the lot owner has obtained the written permission of Developer to have more than 3 on a lot. No vehicle shall be kept or stored on any lots or driveways, unless such vehicles are in running condition. All inoperable vehicles shall be kept in enclosed garages or storage facilities protected from the view of the public or other residents of the Property. No tractor-trailer rigs (so called "18-wheelers") may be parked on any street in the Subdivision at any time except for delivery or pickup of household items. No toxic or hazardous materials may be stored on any lot or be in an 18-wheeler storage tank trailer within the subdivision at any time. No building materials shall be stored on a lot except during construction of a dwelling. No unsightly trailers, debris, junk cars, automobile parts, appliances, machinery, building materials, or the like shall be kept or stored outside. If any owner of lot violates this provision, Developer or Developer's agent may, but shall not be required to, enter onto such owner's lot and remove such eyesore after giving written notice to such lot owner by certified mail, return receipt requested. If the lot owner fails to remove such eyesore as required in this paragraph within 10 days after the date of notice, Developer may do so and charge the lot owner its actual expense incurred in removing such eyesore for each time that the Developer does so. Developer shall have a lien on each lot to secure payment of such expenses. Such lien shall be superior to all other liens except a valid lien which secures part or all of the purchase price of the lot and/or construction or improvement of the residence located on the lot. Developer is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The owners of the lots expressly grant to Developer a power of sale, though a trustee designated in writing by Developer, in connection with such liens.

**7. Animals.**

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

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

**8. Grass and Weeds.**

(a) The owner of each lot shall keep grass, weeds, and vegetation trimmed or cut so that the same shall not become a public nuisance. For the purpose of these restrictive covenants, "a public nuisance" shall be deemed any grass, weeds and vegetation taller than 12 inches. If the owner of a lot fails to do so, Developer may, but is not required to, mow, trim, and/or shed such vegetation after giving written notice to such lot owner by certified mail, return receipt

requested. If the lot owner fails to mow, trim, and/or shed as required in the paragraph within 10 days after the date of the notice, Developer or Developer's agent may enter such owner's lot and mow, trim and/or shed vegetation on the lot and charge the owner a minimum of \$90.00 or a reasonable amount for each time that the Developer does so. Developer shall have a lien on each lot to secure payment of the fee for mowing and trimming the lot. Such lien shall be superior to other liens except a valid lien which secures part or all of the purchase price of the lot and/or construction or improvement of the residence located on the lot. Developer is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The owners of lot expressly grant to Developer a power of sale, through a trustee designated in writing by Developer, in connection with such liens.

(b) Residential lot owners fronting Mile 22-1/2 & Commercial lot owners fronting Carmen Avila road will keep bar ditch along road, open and unobstructed at all times and any driveway or walkway crossing bar ditch must have a culvert with a 18" minimum pipe diameter. All lot owners agree to keep the grass between the property line and the edge of street pavement mowed and cleaned at regular intervals. Lack of regular mowing by the County or City will not excuse lot owners from these obligations.

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

**10. Discharge of Fire Arms.** Discharge of firearms is not permitted on any part of the Property at any time.

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

**12. Fences.** All lots must be fenced within 2 years of purchasing the property. Any fences constructed by developer require written consent from developer to owner of said property to be moved or altered in any way.

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

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

conditions; and Developer shall have the right to enter the Property of the violator and correct the violation, or to require that same to be corrected.


**15. Duration of Restrictions.**

(a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect until March 27, 2050.

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

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

EXECUTED on March 27, 2019

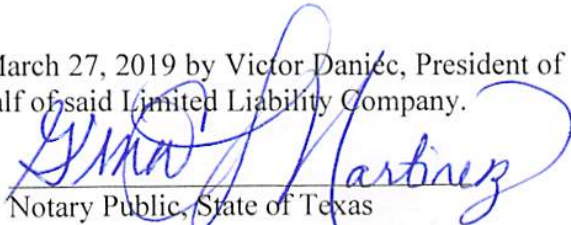


By: Victor Daniec, President of  
Jefferson Road Property Investments, LLC

**ACKNOWLEDGMENT**

STATE OF TEXAS        ||  
COUNTY OF HIDALGO   ||

This instrument was acknowledged before me on March 27, 2019 by Victor Daniec, President of Jefferson Road Property Investments, LLC, on behalf of said Limited Liability Company.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
JEFFERSON ROAD PROPERTY INVESTMENTS, LLC  
P. O. BOX 2604  
EDINBURG, TX 78540

