Declaration of Restrictive Covenants of the Bahia Point Subdivision Phase II Subdivision

Basic Information

Date: December 22, 2022

Declarant: LA CUESTA SOL DEVELOPMENT, LTD., a Texas limited partnership

Declarant's Address: 5701 W. Expressway 83, Harlingen, Texas 78552

Property Owners Association: BAHIA POINT SUBDIVISION PHASE II HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation/association

Property Owners Association's Address: 5701 W. Expressway 83, Harlingen, Texas 78552

Property: Bahia Point Subdivision Phase II, an addition to the City of Port Isabel, Texas, per map or plat recorded in the Map Records of the Cameron County, Texas, Document No. 14517, and 14518.

Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means La Cuesta Sol Development, Ltd., a Texas limited partnership and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Dedicatory Instruments" means this Declaration and the certificate of formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Document Numbers 14517 and 14518 of the real property records of Cameron County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Short Term Renting" means granting the right to occupy and use a Residence or Structure, for residential purposes only, in exchange for consideration for a period of time less than 30 days.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for Single Family residential use, so long as the residential use is not Short Term Renting.

2. *Prohibited Activities.* Prohibited activities are—

a. any activity that is otherwise prohibited by the Dedicatory Instruments;

b. any illegal activity;

c. any nuisance, noxious, or offensive activity;

d. any dumping of rubbish;

e. any storage of—

i. building materials except during the construction or renovation of a Residence or a Structure;

ii. commercial semi-trucks;

iii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or (boats parked on street in front of a residence)

iv. unsightly objects unless completely shielded by a Structure;

f. any exploration for or extraction of minerals;

g. any keeping, breeding or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed three confined to a fenced yard or within the Residence;

h. any commercial or professional activity except for the following:

i. reasonable home office use that does not interfere with the quiet enjoyment of the other Owners of the residences constructed on their Lots or involve the sale of goods or merchandise to the public, where members of the public visit the residence on a daily or frequent basis,

ii. activity of the Declarant and their builders, employees, representatives, or agents related to leasing and/or sales offices, sale models, and other sales facilities, or

ii. Short Term Renting;

i. the Renting of a portion of a Residence or Structure, as opposed to the entirety;

j. the drying of clothes in a manner that is visible from any street including, but not limited to, clotheslines;

k. the display of any sign except—

i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and

ii. political signage not prohibited by law or the Dedicatory Instruments;

l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;

m. moving a previously constructed house onto a Lot;

n. interfering with a drainage pattern without ACC approval;

o. hunting and shooting;

p. occupying a Structure that does not comply with the construction standards of a Residence;

q. allowing a renter, guest, or other person who is a registered sex offender to reside at the Property; and

r. using the Property in a timeshare program.

D. Construction and Maintenance Standards

1. *Lots*

a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.

b. *Subdivision Prohibited.* No Lot may be further subdivided.

c. *Easements.* No easement in a Lot may be granted without ACC approval.

d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. The Board has the authority to adopt polices as the Board deems appropriate to regulate maintenance and landscaping including adopting remedial actions.

2. *Residences and Structures*

a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.

b. *Maximum Height.* No building or structure on any Lot shall contain more than two (2) stories or exceed, in height, the maximum allowed by the City of Port Isabel, such height to be measured and determined in accordance with the method approved by the City of Port Isabel.

c. *Required Area.* All floor area referenced below are for air-conditioned living areas. The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,000 square feet. The ACC can require a certain minimum ground floor living area for any two-story residences.

d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot

line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.

e. *Garages.* Each Residence must have at least a one-car garage accessed by a driveway.

f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 60 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 90 days (or within a period approved by the ACC) and the Lot restored to a clean and attractive condition.

g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC. No chain link fencing will be allowed. All fencing must be constructed of new material.

h. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

i. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.

j. *Landscaping.* Landscaping must be installed within 60 days, subject to extension for delays caused by inclement weather, after the home construction is completed and shall include grassed front yards. Each owner shall be responsible for maintaining his/her own lawn and landscaping in a healthy and attractive condition. In no event shall any portion of a Lot be used as a vegetable garden except within fenced-in portions of the rear yard of the Lot.

k. *Drainage.* Neither Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded so that the surface water will generally flow to streets, alleys, drainage easements, or Common Area, and in conformity with the general drainage plans for the Subdivision. The owner or Owners of each Lot shall be responsible for maintaining the drainage on such Owner's Lot in accordance with this section and any rules

or regulations established by the Association.

l. *No Private Water/Sewer Systems.* No individual water or sewer system shall be permitted on any Lot.

3. *Building Materials for Residences and Structures*

a. *Roofs.* Only tile, metal, or 30-year shingle composite roofs may be used on Residences and Structures, unless otherwise approved by the ACC. All roof stacks must be painted to match the roof color.

b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.

c. *Exterior Walls.* All Residences must have at least 80% percent of their exterior walls, including exposed foundation, of stone, stucco, masonry, fiber cement siding, or brick, minus windows and doors, unless otherwise approved by the ACC.

d. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.

e. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

f. *Burglar Bars.* No burglar bars shall be installed on the residence constructed on any Lot.

g. *Solar Panels.* Installation of solar energy devices are subject to ACC approval and such review is subject to Texas Property Code §209.010. Unless otherwise approved by the ACC, the following solar energy devices are prohibited:

i. as adjudicated by a court:
    a. threatens the public health or safety; or
    b. violates a law;
ii. is located on property owned or maintained by the Property Owners Association;
iii. is located on property owned in common by the members of the Property Owners Association;
iv. is located in an area on the Owner's property other than:
    a. on the roof of the home or of another structure allowed under a dedicatory instrument; or

b. in a fenced yard or patio owned and maintained by the property owner;

v. if mounted on the roof of the home:
   a. extends higher than or beyond the roofline;
   b. is located in an area other than an area designated by the Property Owners Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in an area designated by the Property Owners Association;
   c. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
   d. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;

vi. if located in a fenced yard or patio, is taller than the fence line;
   a. as installed, voids material warranties; or
   b. was installed without prior approval by the Property Owners Association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.

E. Property Owners Association

1. *Establishment and Governance.* The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The foregoing is not intended to include persons or entitles that hold an interest merely as security for the performance of an obligation. The Property Owners Association has two classes of voting Members:

a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

b. *Class B.* The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of—

i. when the Class A Members' votes exceed the total of Class B Member's votes or

ii. January 31, 2026.

F. ACC

1. *Establishment*

a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.

b. *Members.* The ACC consists of at least three persons appointed by the Board. The Board may remove or replace an ACC member at any time.

c. *Term.* ACC members serve until replaced by the Board or they resign.

d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

2. *Plan Review*

a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

b. *Procedures*

i. *Complete Submission.* Within 30 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 30 days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 5 days after the ACC's action. The Board shall determine the appeal within 14 days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

G. Assessments

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas. Additionally, the Property Owners Association assumes the obligation of maintaining the drainage ditch labeled as a 50' drainage easement on the plat, and the authority to levy assessments is, in part, necessary to fund those expenses.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. Upon acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

5. *Regular Assessments*

a. *Rate.* Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is $180.00 per Lot.

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.

c. *Collections.* Regular Assessments will be collected annually in advance, payable on the first day of the year and on the same day of each succeeding year, subject to adjustment by the board of the Property Owners Association's discretion.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

9. *Subordination of Lien to Purchase Money Mortgages.* The assessment lien described in this Declaration is subordinate to the original vendor's lien and first lien for the purchase money of a Lot, both of which shall be considered a "purchase money lien". The assessment lien described in this Declaration is not subordinate to a home equity loan mortgage or any other debts described in The Texas Constitution, Article 16, Section unless approved by the

Board by written resolution. The assessment lien described in this Declaration is not subordinate to a refinance, modification, or extension of a purchase money lien unless approved by the Board by written resolution. The sale of a Lot pursuant to a foreclosure (but not a deed-in-lieu of foreclosure) of the original purchase money lien shall extinguish the assessment lien as to only regular or special assessments, late fees, and interest, but such foreclosure shall not extinguish the assessment lien securing attorneys' fees and expenses, costs of collections, and any unreimbursed expenses incurred by the Association in maintaining the Lot prior to such foreclosure, if any, unless approved by the Board by written resolution. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. *Delinquent Assessments.* Any Assessment not paid within 15 days after it is due is delinquent.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of $100.00 is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 15 percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

4. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

I. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to—

a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;

b. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;

c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and

d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of [a majority/two-thirds] of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

J. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.

2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* For any period which Declarant owns a Lot in the Subdivision, Declarant may amend or change this Declaration in any manner determined appropriate in the Declarant's sole and absolute discretion as evidenced by an amendment signed by the Declarant and recorded. After such period, this Declaration may be amended at any time by vote of 60 percent of Owners entitled to vote on the amendment, and such amendment shall be evidenced by an instrument containing the approved amendment be signed by the Property Owners Association and recorded.

5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than 60 percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

9. *Termination of and Responsibility of Declarant.* If the Declarant shall convey all of its right, title, and interest in and to the Lots and assign all of its rights, benefits, and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, company or companies, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such assignee shall be obligated to perform such duties and obligations of Declarant. Such rights, benefits, and obligations as Declarant may be unilaterally assigned to the Property Owners Association.

[SIGNATURE PAGE FOLLOWS]

LA CUESTA SOL DEVELOPMENT, LTD., a Texas limited partnership

By: S.R. Campbell Properties, LLC, a Texas limited liability company, as General Partner

By: _____

Name: Scot Campbell

Its: President

STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on December 22, 2022, by, Scot Campbell, President of S.R. Campbell Properties, LLC, a Texas limited liability company, as General Partner of La Cuesta Sol Development, Ltd., a Texas limited partnership, on behalf of such company and partnership.

JANELY CAROLINE MARTINEZ
Notary Public, State of Texas
Comm. Expires 03-30-2024
Notary ID 132420780

_____
Notary Public, State of Texas

Cameron County
Sylvia Garza-Perez
Cameron County Clerk

Instrument Number: 2022-50174

eRecording - Real Property

Recorded On: December 27, 2022 08:47 AM

Number of Pages: 16

" Examined and Charged as Follows: "

Total Recording: $92.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:		**Record and Return To:**
Document Number:	50174	CSC Global
Receipt Number:	20221222000109	835 E LEVEE
Recorded Date/Time:	December 27, 2022 08:47 AM	
User:	Danielle C	BROWNSVILLE TX 78520
Station:	CCLERK19_08.cameronad.gov	

STATE OF TEXAS
COUNTY OF CAMERON

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

Sylvia Garza-Perez
Cameron County Clerk
Cameron County, TX