



LITA L. LEO
HIDALGO COUNTY TREASURER
 2810 South Business Hwy 281
 Edinburg, TX 78539-6243

| Check Date | Check No. | Amount |
|------------|-----------|----------------|
| 01/17/2023 | 00001010 | \$1,964,502.00 |

PAY- GENERAL FUND
 *****1,964,502 DOLLARS AND 00 CENTS

TO THE ORDER OF VALLEY LAND TITLE COMPANY LTD
 6013 N. 10TH ST.
 MCALLEN TX 78504

NON-NEGOTIABLE

COPY

COPY

COPY

COPY

| VENDOR: VALLEY LAND TITLE COMPANY LTD | | DATE | CHECK NO. | VENDOR NO. |
|---|---------------------------------------|--------------------------------------|--------------|------------|
| | | 01/17/2023 | 00001010 | 363308 |
| INVOICE | DESCRIPTION | P.O. NUMBER | AMOUNT PAID | |
| 180422 | 1920 SE INDUSTRIAL DRIVE PROP. STLMT. | | 1,964,502.00 | |
| Account No 3-1100-419-40-125-041-0-730 | | Payment Amount Total 1,964,502.00 | | |

RECEIVED
01/12/23

HIDALGO COUNTY AUDITOR'S OFFICE



**Hidalgo County
Commissioners' Court**

Richard F. Cortez
County Judge

David L. Fuentes
Commissioner, Precinct 1

Eduardo "Eddie" Cantu
Commissioner, Precinct 2

Everardo "Ever" Villarreal
Commissioner, Precinct 3

Ellie Torres
Commissioner, Precinct 4

Executive Office

Valde Guerra
Executive Officer

505 S. McColl Rd.
Edinburg, Texas 78539

(956) 292-7655 | P
(956) 292-7034 | F
www.co.hidalgo.tx.us | W

To: Linda Fong, Interim County Auditor

Attn: Zoraida Escamilla, Accounts Payable Supervisor

From: Monica Salinas, Court Administrator

Date: January 11, 2023 Inv#180422

Re: Request for check - Valley Land and Title Co.

1 1920 S.E. Industrial Drive, Edinburg, Texas
Prop. Stmt.

PAID
01/17/23
Linda Fong

Pursuant to action taken by Commissioners Court on 6/28/22 to approve the purchase of real property (AI #86384), please issue payment via electronic funds transfer (EFT) on 1/17/23 in the amount of \$ 1,964,502.00 payable to:

Valley Land Title Company
V-363308
6013 N. 10th Street
McAllen, Texas 78504

Thank you for your prompt attention to this matter.

Acct. #~~3 1100 415 00 115 002 0 730~~
3-1100-419-40-125-041-0-730
FAC MGMT (1920 INDUSTRIAL DR)-BLDG



**AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
JUNE 28, 2022
2:00 P.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Courthouse Annex III Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

In accordance with Section 551.127, NOTICE is hereby given that a physical quorum, including the presiding officer/member, will be present at the specified meeting location. Some members of the governing body and/or government officials may participate via videoconference.

Members of the public are encouraged to watch the meetings online, at: www.hidalgocounty.us/HClive

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **County Judge's Office:**
 - A. ✓ AI-86349 Approval of Proclamation declaring June Post Traumatic Stress Disorder Awareness Month.
Approved
7. **Precinct #1 - Comm. Fuentes:**
 - A. ✓ AI-86289 Approval of Proclamation celebrating 100 years of dedicated service as Weslaco Independent School District.
NO ACTION
8. **Sheriff's Office:**
 - A. ✓ AI-86354 Sheriff's Office - Body-Worn Camera Grant:
approved
 1. Approval to accept grant award for Body-Worn Cameras for HCSO, CPCT1, CPCT3, CPCT4, and CPCT5 in the total amount of \$389,677.00 with a 26% cash match.
 2. Authorization for County Judge, as authorized official, to electronically sign grant award form and related documents.
 3. Approval of Certification of Revenues as certified by the County Auditors for the Body-Worn Camera Grant
 4. Approval of appropriation of funds in the total amount of \$389,677.00
 - Hidalgo County Sheriff's Office - \$223,500.00
 - Constable Pct. 1 - \$36,790.00

21. Executive Office:

- A. **NO ACTION** Presentation for discussion of the following:
 1) New Courthouse Project Updates
 2) Update on ongoing county owned building construction, relocation and/or renovation repair projects
 3) Emergency situations occurring since last agenda meeting
- B. **✓ AI-86331 Approved** Approval of Resolution authorizing the resale of properties for failure to pay ad valorem taxes due to the County of Hidalgo in accordance with Sec. 34.05 of the Texas Property Tax Code
- C. **✗ AI-86384 Approved** 1. Requesting approval of Commercial Contract for the purchase of property located at 1920 S.E. Industrial Drive Avenue, Edinburg, TX, with authority for the County Treasurer to issue earnest money check to Valley Land Title Company in the amount of \$20,000.00 after review and auditing procedures are completed by the County Auditor.
 2. Authority for County Judge and/or Executive Officer to execute the closing and all other documents related to the purchase.
 3. Authority for County Treasurer to issue check(s) for property purchase via wire transfer or check after review and auditing procedures are completed by County Auditor.
- D. **✓ AI-86273 Approved** Discussion, consideration and action on Hidalgo County Affiliated Departments Retirement Plan Adoption Agreement and related documents as required by the IRS with authority for County Judge and affiliated department trustees to sign (CSA, Headstart, UCP)
- E. **✓ AI-86247 Approved** Approval to accept check from Princeton Excess & Surplus Lines Insurance Company in the amount of \$67,101.25 for reimbursement of amount exceeding SIR in connection with Case # 7:18-cv-00265, Roberto Leal et al v. Hidalgo County.

- 22.** Discussion, consideration and possible action regarding:
 A. County response to disaster/health emergency:
 1. CARES Act and American Rescue Plan Act Funds **No Action**
 B. Measures necessary to preserve public health and safety **No Action**
 C. Direction regarding County government operations, including but not limited to essential functions **Continue to follow CDC recommended guidelines**

23. Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, (Consultation with Attorney), 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development) to discuss the following:

- A. Real Estate Acquisition
- B. Private consultation and advice of counsel concerning pending, potential and/or contemplated litigation, settlement offers, and/or legal matters subject to the attorney-client privilege under the authority of the Open Meetings Act Section 551.071, Government Code.
- C. Consultation with Legal Counsel regarding Legal Action due to emergency situation
- D. AI-86385 Discussion and/or deliberation regarding employment of County Veterans Service Officer

AI-86384

Executive Office 21. C.

CC REGULAR AGENDA REGULAR MTG

Other

Meeting Date: 06/28/2022

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

CAPTION

1. Requesting approval of Commercial Contract for the purchase of property located at 1920 S.E. Industrial Drive Avenue, Edinburg, TX, with authority for the County Treasurer to issue earnest money check to Valley Land Title Company in the amount of \$20,000.00 after review and auditing procedures are completed by the County Auditor.
2. Authority for County Judge and/or Executive Officer to execute the closing and all other documents related to the purchase.
3. Authority for County Treasurer to issue check(s) for property purchase via wire transfer or check after review and auditing procedures are completed by County Auditor.

BACKGROUND

Property Legal Description:

Approx. 25015 sq. ft out of an 85431 sq. ft. facility located at 1920 S.E. Industrial Drive, Edinburg, Texas situated on approx. 2.112 acres out of approx. 6.34 acres

RE: AI 86069 CC 5/31/22.

Fiscal Impact

CALENDAR YEAR: 2022

ACCT. #: 2-1100-415-00-115-002-0-730

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Earnest Money

Attachments

No file(s) attached.

Form Review

| Inbox | Reviewed By | Date |
|---------------------------------|--------------------|---------------------------------|
| Budget & Management | Veronica Ortiz | 06/24/2022 03:06 PM |
| Final Approval | Monica Salinas | 06/24/2022 06:14 PM |
| Form Started By: Monica Salinas | | Started On: 06/24/2022 02:18 PM |
| Final Approval Date: 06/24/2022 | | |

A. Settlement Statement

B. Type of Loan

| | | | | | |
|--|---------------------------------------|--|----------------|----------------|-----------------------------|
| 1. <input type="checkbox"/> FHA | 2. <input type="checkbox"/> FmHA | 3. <input type="checkbox"/> Conv Unins | 6. File Number | 7. Loan Number | 8. Mortgage Ins Case Number |
| 4. <input type="checkbox"/> VA | 5. <input type="checkbox"/> Conv Ins. | 6. <input type="checkbox"/> Seller Finance | 180422 | | |
| 7. <input checked="" type="checkbox"/> Cash Sale | | | | | |

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

| | | |
|--|--|-----------------------------|
| D. Name & Address of Borrower Hidalgo County, Texas 505 South McColl Rd Edinburg, TX 78539 | E. Name & Address of Seller DD Deerwood Properties Series, L.L.C., a Texas limited liability company, f/k/a DD Deerwood Properties, L.L.C. 3007 North Bryan Road Mission, TX 78574 | F. Name & Address of Lender |
|--|--|-----------------------------|

| | | |
|---|---|--|
| G. Property Location Southeast Industrial Park, Lot 4, 2.03ac, Hidalgo County 1920 SE Industrial Drive Edinburg, TX 78539 | H. Settlement Agent Name Valley Land Title Co. 6013 N. 10th Street McAllen, TX 78504 Tax ID: 20-4064406 Underwritten By: Alliant National Title Insurance Company | I. Settlement Date 1/6/2023 Fund: |
| | Place of Settlement Valley Land Title Co. 6013 North 10th Street McAllen, TX 78504-3227 | |

| J. Summary of Borrower's Transaction | | K. Summary of Seller's Transaction | |
|--|-----------------------|--|-----------------------|
| 100. Gross Amount Due from Borrower | | 400. Gross Amount Due to Seller | |
| 101. Contract Sales Price | \$1,900,000.00 | 401. Contract Sales Price | \$1,900,000.00 |
| 102. Personal Property | | 402. Personal Property | |
| 103. Settlement Charges to borrower | \$74,502.00 | 403. | |
| 104. | | 404. | |
| 105. | | 405. | |
| Adjustments for items paid by seller in advance | | Adjustments for items paid by seller in advance | |
| 106. City property taxes | | 406. City property taxes | |
| 107. County property taxes | | 407. County property taxes | |
| 108. Annual assessments | | 408. Annual assessments | |
| 109. School property taxes | | 409. School property taxes | |
| 110. Water District taxes | | 410. Water District taxes | |
| 111. HOA Dues | | 411. HOA Dues | |
| 112. | | 412. | |
| 113. | | 413. | |
| 114. | | 414. | |
| 115. | | 415. | |
| 116. | | 416. | |
| 120. Gross Amount Due From Borrower | \$1,974,502.00 | 420. Gross Amount Due to Seller | \$1,900,000.00 |
| 200. Amounts Paid By Or in Behalf Of Borrower | | 500. Reductions in Amount Due to Seller | |
| 201. Deposit or earnest money | \$10,000.00 | 501. Excess Deposit | |
| 202. Principal amount of new loan(s) | | 502. Settlement Charges to Seller (line 1400) | \$64,383.54 |
| 203. Existing loan(s) taken subject to | | 503. Existing Loan(s) Taken Subject to | |
| 204. Loan Amount 2nd Lien | | 504. Payoff of first mortgage loan to | |
| 205. | | 505. Payoff of second mortgage loan to | |
| 206. | | 506. | |
| 207. Option Fee | | 507. Option Fee | |
| 208. Seller paid closing costs | | 508. Seller paid closing costs | |
| 209. | | 509. | |
| Adjustments for items unpaid by seller | | Adjustments for items unpaid by seller | |
| 210. City property taxes | | 510. City property taxes | |
| 211. County property taxes | | 511. County property taxes | |
| 212. Annual assessments | | 512. Annual assessments | |
| 213. School property taxes | | 513. School property taxes | |
| 214. Water District taxes | | 514. Water District taxes | |
| 215. HOA Dues | | 515. HOA Dues | |
| 216. | | 516. | |
| 217. | | 517. | |
| 218. | | 518. | |
| 219. | | 519. | |
| 220. Total Paid By/For Borrower | \$10,000.00 | 520. Total Reduction Amount Due Seller | \$64,383.54 |
| 300. Cash At Settlement From/To Borrower | | 600. Cash At Settlement To/From Seller | |
| 301. Gross Amount due from borrower (line 120) | \$1,974,502.00 | 601. Gross Amount due to seller (line 420) | \$1,900,000.00 |
| 302. Less amounts paid by/for borrower (line 220) | \$10,000.00 | 602. Less reductions in amt. due seller (line 520) | \$64,383.54 |
| 303. Cash From Borrower | \$1,964,502.00 | 603. Cash To Seller | \$1,835,616.46 |

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

| L. Settlement Charges | | | Paid From | Paid From |
|--|---|-------------------------------------|--------------------|--------------------|
| 700. Total Sales/Broker's Commission based on price | \$1,900,000.00 | @6.75 % = \$128,250.00 | | |
| Division of Commission (line 700) as follows: | | | Borrower's | Seller's |
| 701. \$14,250.00 | to Hanna Solutions LLC | | Funds at | Funds at |
| 702. \$114,000.00 | to Coldwell Banker Commercial La Mansion RGV | | Settlement | Settlement |
| 703. Commission Paid at Settlement | | | \$74,100.00 | \$54,150.00 |
| 704. The following persons, firms or | to | | | |
| 705. corporation s received a portion | to | | | |
| 706. of the real estate commission amount | to | | | |
| 707. shown above: | to | | | |
| 800. Items Payable in Connection with Loan | | | | |
| 801. Loan Origination Fee % | to | | | |
| 802. Loan Discount % | to | | | |
| 803. Appraisal Fee | to | | | |
| 804. Credit Report | to | | | |
| 805. Lender's Inspection Fee | to | | | |
| 806. Mortgage Insurance Application | to | | | |
| 807. Assumption Fee | to | | | |
| 900. Items Required by Lender To Be Paid in Advance | | | | |
| 901. Interest from 1/6/2023 to 2/1/2023 @ \$0/day | | | | |
| 902. Mortgage Insurance Premium for months | to | | | |
| 903. Hazard Insurance Premium for years | to | | | |
| 1000. Reserves Deposited With Lender | | | | |
| 1001. Hazard insurance | months @ | per month | \$0.00 | |
| 1002. Mortgage insurance | months @ | per month | \$0.00 | |
| 1003. City property taxes | months @ | per month | \$0.00 | |
| 1004. County property taxes | months @ | per month | \$0.00 | |
| 1005. Annual assessments | months @ | per month | \$0.00 | |
| 1006. School property taxes | months @ | per month | \$0.00 | |
| 1007. Water District taxes | months @ | per month | \$0.00 | |
| 1008. HOA Dues | months @ | per month | \$0.00 | |
| 1011. Aggregate Adjustment | | | | |
| 1100. Title Charges | | | | |
| 1101. Settlement or closing fee | to | | | |
| 1102. Abstract or title search | to | | | |
| 1103. Title examination | to | | | |
| 1104. Title insurance binder | to | | | |
| 1105. Document preparation | to TBD | | | \$350.00 |
| 1106. Notary fees | to | | | |
| 1107. Attorney's fees | to | | | |
| (includes above items numbers: |) | | | |
| 1108. Title insurance | to Valley Land Title Company | | | \$9,472.00 |
| (includes above items numbers: |) | | | |
| 1109. Lender's coverage | \$0.00/\$0.00 | | | |
| 1110. Owner's coverage | \$1,900,000.00/\$9,472.00 | | | |
| 1111. State of Texas Policy Guaranty Fee | to Valley Land Title Company Guaranty Fee Escrow Account | | \$0.00 | \$2.00 |
| 1112. Escrow Fee | to Valley Land Title Company | | \$350.00 | \$350.00 |
| 1113. Tax Service Fee | to Hidalgo County Property Tax Service | | | \$59.54 |
| 1114. Courier/Overnight Fee | to Valley Land Title Company | | | |
| 1200. Government Recording and Transfer Charges | | | | |
| 1201. Recording Fees | Deed \$52.00 ; Mortgage ; Rel | to Valley Land Title Company | \$52.00 | |
| 1202. City/county tax/stamps | Deed ; Mortgage | to | | |
| 1203. State tax/stamps | Deed ; Mortgage | to | | |
| 1204. | to | | | |
| 1300. Additional Settlement Charges | | | | |
| 1301. Survey | to | | | |
| 1302. | to | | | |
| 1303. County, City and School Taxes | to Pablo "Paul" Villarreal Jr. Hidalgo County Tax Assessor/Collector | | | |
| 1304. | to | | | |
| 1305. | to | | | |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K) | | | \$74,502.00 | \$64,383.54 |

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Hidalgo County, Texas

DD DEERWOOD PROPERTIES SERIES, L.L.C.,
a Texas limited liability company, f/k/a
DD Deerwood Properties, L.L.C.

By

By: _____

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent

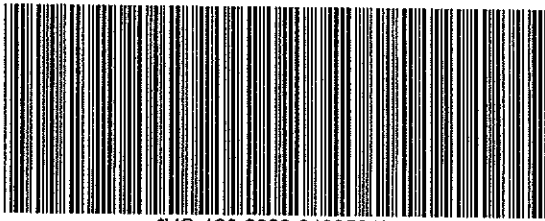
Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

Page 2

form **HUD-1** (3/86)
Handbook 4305.2



VG-120-2023-3409561

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

Document No: 3409561

Billable Pages: 25

Recorded On: January 03, 2023 02:59 PM

Number of Pages: 26

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

Total Recording: \$ 132.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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

File Information:

Document No: 3409561
Receipt No: 20230103000362
Recorded On: January 03, 2023 02:59 PM
Deputy Clerk: Horacio Garza
Station: CH-1-CC-K12

Record and Return To:

Perez Law Firm
208 Lindberg Ave
Original Returned to Customer
MCALLEN TX 78501



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 DD DEERWOOD CONDOMINIUM

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Declaration is made on January 3, 2023, by **DD DEERWOOD PROPERTIES, LLC SERIES, L.L.C.**, referred to herein as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located in Edinburg, Hidalgo County, Texas, more particularly described as **SOUTHEAST INDUSTRIAL PARL LOTS 4 (3.84 AC) AND 5 (2.50AC) Exhibit A** (the "Property").

WHEREAS, Declarant desires to submit the Property to a condominium regime established by the Texas Uniform Condominium Act (the "TUCA"), which is codified in Chapter 82 of the Property Code.

WHEREAS, the Property constitutes a condominium project (the "Project") within the meaning of TUCA. The formal name of the Project is the **DD Deerwood Condominium**.

WHEREAS, Declarant intends and desires to establish by this Declaration a plan of ownership for the Project. The plan consists of individual ownership of **Three (3) Units** (the "Units" or individually a "Unit") initially and undivided ownership of common areas.

WHEREAS, the Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (individually an "Owner" and collectively the "Owners"). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners (herein the "Association"), as more particularly set forth herein. The formal name of the Association is the **DD Deerwood Condominium Association, Inc., a Texas non-profit corporation**.

WHEREAS, the Units and other areas of the Project are more particularly described on the condominium plat of the Project attached hereto as **Exhibits A, B, C, D, E & F** (the "Condominium Plat"), which is attached and incorporated by reference. The Owners each have an undivided interest in the remaining portion of the Project outside the Units (the "Common Elements"), which are also more particularly described on the Condominium Plat. **Exhibits, A, B, C, D, E & F** sets forth the allocation to each Unit of (a) a fraction or percentage of undivided interests in the Common Elements of the condominium, (b) a fraction or percentage of undivided interests in the common expenses of the Association, and (c) a portion of votes in the Association, by the formulas set forth therein.

NOW THEREFORE, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the

covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or to any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

ARTICLE I DEFINITIONS

1.01 Certificate. "Certificate" means the Certificate of Formation of the Association that shall be filed in the Office of the Secretary of State of the State of Texas.

1.02 Association. "Association" means the **DD Deerwood Condominium Association, Inc., a Texas non-profit corporation**, for the management of the Project, the membership of which consists of all of the Owners of each Unit in the Project.

1.03 Board. "Board" means the Board of Directors of the Association.

1.04 Bylaws. "Bylaws" mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.

1.05 Condominium. "Condominium" means the separate ownership of single units in a multiple-unit structure or structures with Common Elements.

1.06 Condominium Plat. "Condominium Plat" means the Condominium Plat for the **DD Deerwood Condominium** attached hereto as **Exhibits A, B, C, D, E & F** and also recorded in the Official Records of Hidalgo County, Texas.

1.07 Common Elements. "Common Elements" mean all areas of the Project except the separately owned Units.

1.08 Declarant. "Declarant" means **DD Deerwood Properties Series, L.L.C.**, and its successors and assigns.

1.09 Declaration. "Declaration" means this Declaration document and all that it contains.

1.10 Governing Instruments. "Governing Instruments" mean the Declaration, the Certificate, the Bylaws, and the Rules.

1.11 Limited Common Elements. "Limited Common Elements" mean the Common Elements allocated for the exclusive use of one (1) or more but less than all of the Units.

1.12 Manager. "Manager" means the person, if any, appointed by the Board to manage the Project.

1.13 Owner. "Owner" means any person that owns a Unit within the Project.

1.14 Person. "Person" means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

1.15 Rules. "Rules" mean and refer to the Rules and Regulations for the Project adopted by the Board, if any, pursuant to this Declaration.

1.16 Unit. "Unit" means a physical portion of the condominium designated by the Condominium Plat for separate ownership and occupancy.

1.17 Majority. "Majority" shall mean greater than fifty percent (50%).

ARTICLE II THE PROPERTY

2.01 Property Subject to Declaration. All the Property which shall include the land; all improvements and structures on the Property; and all easements, rights, and appurtenances belonging to the Property, shall be subject to this Declaration.

2.02 Exclusive Ownership and Possession. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one Person. No Unit or Common Elements may be added to the Project and no Unit may be subdivided except as provided herein. The boundaries of the Unit shall be and are the interior surfaces of the perimeter walls, floors, and ceilings. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other finish surface materials are a part of the Unit. An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized for or serve more than one (1) Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit.

2.03 Common Elements. Each Owner shall be entitled to an undivided interest in the Common Elements in the percentage expressed in **Exhibits C, D, E & F**. The percentage of the undivided interest of each Owner in the Common Elements, as expressed in **Exhibit G** shall have a permanent character and shall not be altered unless this Declaration is properly amended in accordance with Section 9.01. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached on.

2.04 Limited Common Elements. The portion of the Project shown on the Condominium Plat as "Limited Common Element" and reserved for use of the Owners of the specific Units designated on the Condominium Plat. The Limited Common Elements shall be comprised of parking lots and driveways appurtenant to the specified Units and for the exclusive use of such Units.

2.05 Partition of Common Element. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

2.06 Non-exclusive Easements. Each Owner shall have a nonexclusive easement for the use and enjoyment of the Common Elements and for ingress, egress, and support over and through the Common Element. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this

Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

2.07 Other Easements. The Association may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

2.08 Easements for Maintenance of Encroachments. None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

2.09 Easement for Utilities Access for all units. The owner of each unit shall have a right and an easement to access other units, Limited Common Areas and General Common Areas for the purposes of fixing, curing, maintaining and constructing any improvements to any public utilities such as sewer, electrical, roofing and fiberoptics.

ARTICLE III OWNERS ASSOCIATION

3.01 Association. The Association, organized as a nonprofit corporation under the Texas Business Organizations Code, is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Certificate and Bylaws.

3.02 Membership. Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. On the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a member.

3.03 Voting Rights. Voting shall be allocated on a percentage of square footage basis. The Owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest that the Owner's Unit bears to the entire Project as assigned in **Exhibit G** (the "Voting Rights Percentage"). If a Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the Voting Rights Percentage assigned to the Unit.

3.04 Membership Meetings. Meetings of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws of the Association.

3.05 General Powers and Authority. The Association shall have all of the powers allowed by TUCA, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in the Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by the Governing Instruments. The powers of the Association shall include, but are not limited to, the following:

(a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article IV of this Declaration.

(b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Element, as well as the use of any other Association property.

(c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments in its own name, either on its own behalf or on behalf of any consenting Owner.

(d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:

(i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.

(ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

(iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.

(iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

(e) The power to delegate its authority, duties, and responsibilities, through the Board, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.

(f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.

3.06 Board and Officers of the Association. The affairs of the Association shall be managed and its duties and obligations performed by a Board. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board shall be set forth in the Bylaws. The Board shall elect officers, which shall include a President, Treasurer, Secretary, and such other officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws.

3.07 Duties of the Association. In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following:

(a) Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include, but shall not be limited to, maintenance, repair, and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(b) Acquisition of and payment from the maintenance fund for the following:

(i) Water, sewer, garbage, electrical, telephone, gas, and other necessary utility service for the Common Elements, to the extent not separately metered and charged, for the Units.

(ii) A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the Common Elements payable as provided in Article VI of this Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.

(iii) A policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 for any one person injured, \$2,000,000.00 for any one accident, and \$1,000,000.00 for property damage. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion, provided, however, that the said limits and coverage shall never be of fewer kinds or lesser amounts than those set forth in this Paragraph. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement in which the rights of named insured under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.

(iv) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(v) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.

(vi) Legal and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.

(c) Preparation and distribution, on a regular basis, of financial statements to the Owners in accordance with the following:

(i) A pro forma operating statement for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year.

(ii) A balance sheet, as of an accounting date that is the last day of the month closest in time to six months from the date of closing of the first sale of a Unit in the Project, and an operating statement for the period from the date of the first closing to the accounting date shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the numbers of the Project Units and the names of the persons assessed.

(iii) A balance sheet as of the last day of the Association's fiscal year and an operating statement for the fiscal year shall be distributed within ninety (90) days after the close of the fiscal year.

(d) Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:

(i) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project.

(ii) Minutes of proceedings of Owners, Board, and Committees to which any authority of the Board has been delegated.

(iii) Record of the names and addresses of all Owners with voting rights.

(iv) Plans and specifications used to construct the Project.

(v) Voting records, proxies, and correspondence relating to declaration amendments.

(e) Arrangement for an annual independent audit of all books and records of the Association.

3.08 Reserved

3.09 Powers and Duties of the Board. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's powers and duties shall include, but shall not be limited to, the following:

(a) Enforcement of the applicable provisions of the Governing Instruments.

(b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.

(c) Contracting for casualty, liability, and other insurance on behalf of the Association.

(d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association.

(e) Delegation of its powers to such committees, officers, or employees of the Association as are expressly authorized by the Governing Instruments.

(f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.

(g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.

(h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.

(i) Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Elements or the Owners in the aggregate.

3.10 Limitations on Powers of Board. Notwithstanding the powers set forth in Section 3.09 of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a Majority of the Voting Rights Percentage of the Association residing in the Owners:

(a) Entering into (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one year, (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of not more than three (3) years' duration, provided that the policy provides for short-rate cancellation by the insured.

(b) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of \$20,000.00.

ARTICLE IV ASSESSMENTS

4.01 Covenant to Pay. The Declarant covenants and agrees for each Unit owned by it in the Project, and each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

4.02 Regular Assessments. Regular assessments shall be made in accordance with the following. Within sixty (60) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to the ratio of the number of square feet contained in the Units owned by said Owner

to the total number of square feet contained in all of the Units in the Project subject to assessment. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month.

4.03 Special Assessments. Special assessments shall be made in accordance with the following. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

4.04 Commencement of Assessments. Regular assessments shall commence on the date of closing of the first conveyance of a Unit in the Project.

4.05 Liability for Assessments. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent. **Any delinquent amount of assessments shall be a continuing lien against such Unit.**

4.06 Payment of Assessments on Conveyance of Unit. On the sale or conveyance of a Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Sections 4.02 and 4.03 of this Declaration refer shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.

(b) Amounts due under mortgage instruments duly recorded.

4.07 Lien and Foreclosure for Delinquent Assessments. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. **The Association shall have the right to file of record affidavits setting forth the amount of Assessments due by an owner of a Unit and claiming the aforementioned lien, thus setting of record the Association's claim of lien against such Unit. Additionally, the Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens.**

ARTICLE V RESTRICTIONS AND COVENANTS

5.01 Permitted Use. A Unit shall be used only for Office Space and light Industrial/warehousing Purposes.

5.02 Prohibited Nuisances. No Owner or occupant of a Unit may conduct or permit any activity or use in its Unit that:

- (a) Constitutes a private or public nuisance.
- (b) Emits any noise or sound that is objectionable due to intermittence, loudness, frequency, beat, or pitch, except during reasonable periods of construction.
- (c) Emits any obnoxious odor.
- (d) Involves a risk of fire, explosion, or other dangerous hazard.
- (e) Violates a law, ordinance, or regulation of any governmental agency.

Notwithstanding anything to the contrary contained herein, the smell of normal and customary restaurant or fast-food establishment odors in any Unit shall not be considered an obnoxious odor, and smells and sounds associated therewith shall not be considered obnoxious or objectionable.

5.03 Prohibited Operations and Uses. No Unit may be used for any of the following:

- (a) No Unit shall be used for displaying merchandise in Common Areas, except when conducted as approved by the Association.
- (b) No Unit may be used for adult-oriented businesses. Such uses shall include, but are not limited to: adult book stores or stores selling sexually explicit materials.

5.04 General Restrictions on Use. The right of an Owner and the Owner's tenants or guests to occupy or use the Owner's Unit or to use the Common Area or any of the facilities on the Common Area is subject to the following restrictions:

- (a) No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it to be occupied or used, for any purpose other than for office space and light industrial/warehousing purposes, unless otherwise approved by the Board. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit, provided that the Unit complies with this subsection and that the lease is subject to the Association's Governing Instruments.
- (b) No Owner shall perform any construction or make any structural improvements to the Owner's Unit without the prior written consent of the Board to the improvement and its architectural design.
- (c) There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.
- (d) Nothing shall be done or kept in any Unit or in the Common Area that will increase the rate of insurance on the Common Area without the prior written consent of the Board. No waste shall be permitted in the Common Area.
- (e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Area.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done in any Unit or in the Common Area that may be or become an annoyance or nuisance to the other Owners.

(g) Nothing shall be altered or constructed in or removed from the Common Area, except on the written consent of the Board.

(h) There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Area. The Board is authorized to adopt such Rules.

5.05 Maintenance. Except for those portions that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to keep it in good condition and repair. Each Owner shall also maintain and repair those portions of the Common Elements subject to an exclusive easement appurtenant to the Owner's Unit. Each Owner shall also maintain the Limited Common Elements that apply to such Owner's Unit.

5.06 Damage Liability. Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or the Owner's invitees, guests, or tenants.

5.07 Insurance. Each Owner shall obtain and maintain in full force at all times the following types of insurance in the amounts specified:

(a) A policy of comprehensive general public liability insurance, covering bodily injury, death and property damage, with a contractual liability endorsement, in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence, and with an aggregate limit of at least Two Million and No/100 Dollars (\$2,000,000.00);

(b) A policy of "all-risk" casualty insurance with respect to such Owner's Unit and all improvements located thereon in an amount equal to the full replacement cost of such improvements, exclusive of foundations, footings and other below-ground improvements less a commercially reasonable deductible.

5.08 Exemption. Declarant shall be exempt from the restrictions of Section 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but is not limited to, placing advertising signs on Project property, and generally making use of the Project lots and Common Elements as is reasonably necessary to carry on construction activity.

ARTICLE VI DAMAGE OR DESTRUCTION

6.01 Reconstruction after Disaster.

(a) If the Common Areas are damaged by fire or any other disaster, any insurance proceeds received by the Association shall be applied to reconstruct the Common Areas.

(b) If an Owner's Unit is damaged by fire or any other disaster, such Owner shall be obligated to restore such Owner's Unit completely within no less than six (6) months after the date of such damage. In the event the Owner fails to do so, the Association may, but shall not be obligated to, reconstruct/restore such Unit at the cost of which shall constitute a continuing lien against the Unit so repaired.

ARTICLE VII RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Declarant warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

(a) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.

(b) Any beneficiary under a first deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.

(c) Unless at least two thirds (2/3) of the combined Voting Rights Percentage of (A) the beneficiaries under the first deeds of trust (based on Voting Rights Percentages) for Units subject to a first deed of trust and (B) Owners other than Declarant whose Units are not subject to any first deed of trust give their prior written approval, the Association shall not be entitled to the following:

(i) By act or omission, to seek to abandon or terminate the Project.

(ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:

(A) Levying assessments or charges.

(B) Allocating distributions of hazard insurance proceeds or condemnation awards.

(C) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.

(iii) To partition or subdivide any Unit.

(iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.

(v) In case of loss to a Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to

Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.

(vi) A beneficiary under a Deed of Trust executed by Declarant must give written consent to any act contemplated by this subparagraph (d).

(d) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.

(e) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first deed of trust to a Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

(f) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

ARTICLE IX GENERAL PROVISIONS

8.01 Amendment.

(a) This Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven percent (67%) of the Voting Rights Percentage in the Project.

(b) An amendment of the Declaration may not alter or destroy a Unit or a Common Elements without the consent of the affected Owners and the Owners' first lien mortgagees.

(c) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Hidalgo County, Texas.

(d) A beneficiary under a Deed of Trust executed by Declarant must give written consent to any amendment of this Declaration.

8.02 Succession to Rights of Declarant. A beneficiary under a Deed of Trust executed by Declarant shall succeed to all rights of Declarant granted herein, but not the obligations.

8.03 Non-waiver of Remedies. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

8.04 Severability. The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

8.05 Binding. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

8.06 Interpretation. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

8.07 Limitation of Liability. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.

8.08 Notices.

(a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally at the appropriate address set forth in Section 9.07(b) of this Declaration, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, addressed as set forth in Section 9.07(b) of this Declaration.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association by written notice to all Owners. Notices to the Manager shall be addressed to the address designated by the Manager.

8.09 Number, Gender, and Headings. As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

[Signature page follows.]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 3rd day of January, 2023.

DECLARANT:

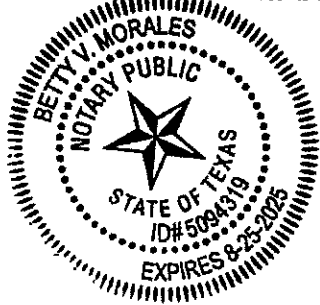
DD Deerwood Properties Series, L.L.C.

By: Frank King General Manager

(Acknowledgment)

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on Jan. 3, 2023, by Frank King, in his/her capacity as Manager of DD Deerwood Properties Series, L.L.C. on its behalf in said capacity.

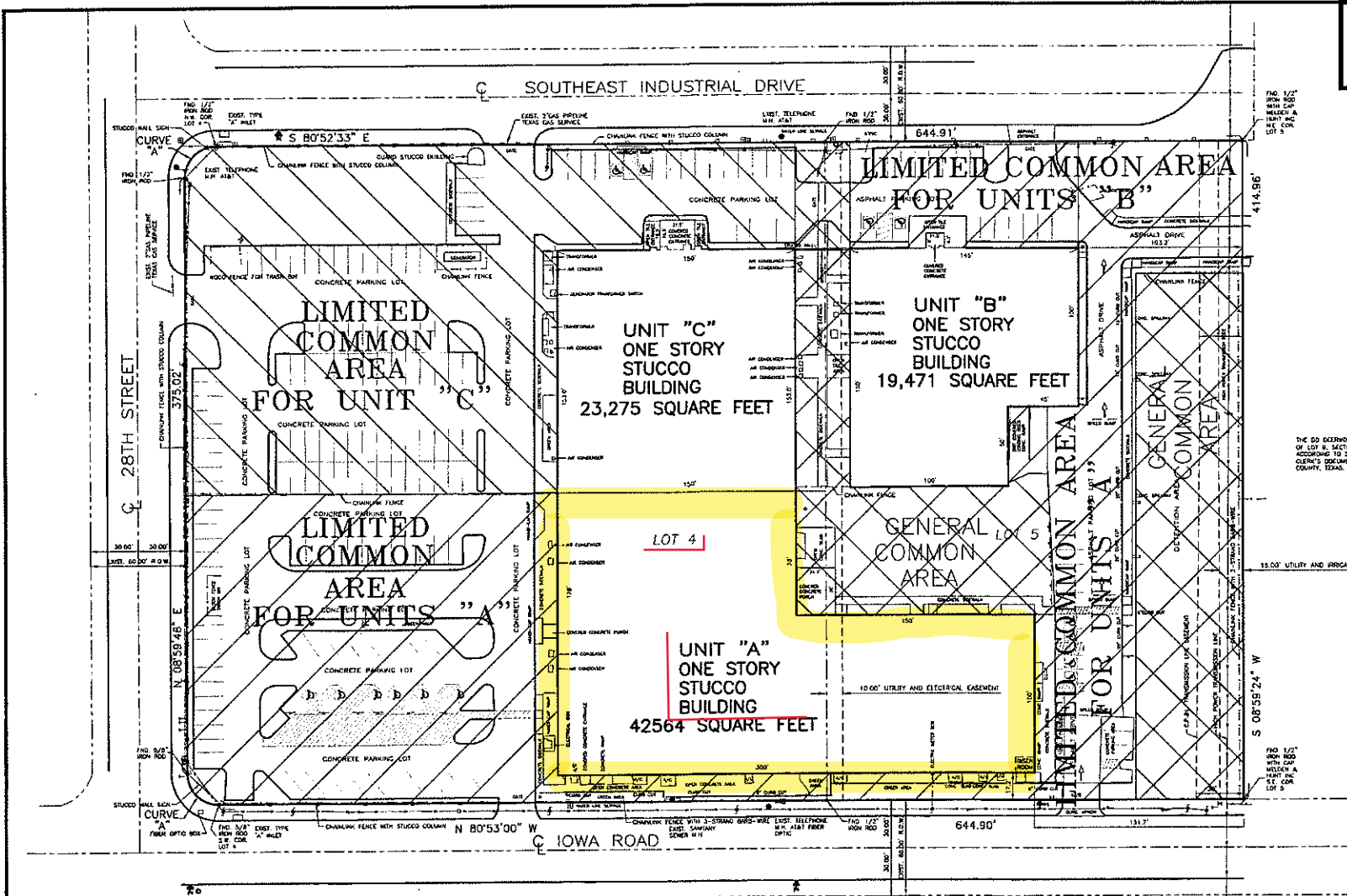


B V Morales
Notary Public, State of Texas

EXHIBIT "A"
THE PROPERTY

EXHIBIT "A"

SCALE 1" = 30'



THE DD DEERWOOD PROPERTIES, LLC TRACT: A 8.242 ACRES TRACT OUT OF LOT 8, SECTION 27E, T24S-R10E-W04 COUNTY SURVEY, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2506800, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

- LEGEND
- = FIRE HYDRANT
 - = GUY WIRE
 - = POWER POLE
 - = WATER METER
 - = WATER VALVE
 - = SIGN
 - = SERVICE POLE
 - = 4" CLEAN OUT
 - = TEL. RED
 - = GAS SERVICE/MARKER
 - = LIGHT POLE

FLOOD ZONE DESIGNATION ZONE "C" AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COUNTY-MAINTAINED ROADWAY ROUTE 160. MAP REVISED: MAY 14, 2001 L.S.M.A.

BOUNDARIES SHOWN ON THIS SURVEY PLAN ARE IN ACCORDANCE WITH SEVERAL INDUSTRIAL PLATS RECORDED IN VOLUME 13, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAN MAY BE SUBJECT TO THE SUPERSEDESING REGULATIONS OF THE CITY OF HOUSTON AND/OR ORDINANCES OR GOVERNMENT REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OF POLICE, EXTRA JURISDICTION.

I, BEING AN OATH-TAKING, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THE FOREGOING PLAN TO BE A TRUE AND CORRECT REPRESENTATION OF THE LINES SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION AND THERE ARE NOT ANY DISCREPANCIES, CONTACTS, ENCUMBRANCES OR INTERFERENCES BY AREA OR BOUNDARY LINES OR ANY DISCREPANCIES OR ANY OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAN.



Quintanilla
 QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 6504

CONDOMINIUM PLAT OF THE DD DEERWOOD CONDOMINIUM REGIME CONDOMINIUM

| CURVE DATA TABLE | | | |
|------------------|-----------|--------|--------|
| CURVE | DELTA | RADIUS | LENGTH |
| "A" | 80°00'00" | 20.00' | 31.42' |

PLAT SHOWING

LOTS 4 AND 5, SOUTHEAST INDUSTRIAL PARK, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 25, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2506800, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SCHEDULE B PARAGRAPHS 10

1. EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO COUNTY WIRELESS DISTRICT NO. 1. (APPLY-EXEMPT)
2. EASEMENT IN FAVOR OF CENTRAL POWER & LIGHT CO. AS SHOWN BY INSTRUMENT DATED MARCH 2, 1993, RECORDED IN VOLUME 2004, PAGE 331, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS (APPLY TO LOT 4 ONLY-BLANKET)
3. RIGHT OF WAY EASEMENT IN FAVOR OF CENTRAL POWER & LIGHT CO. AS SHOWN BY INSTRUMENT DATED JANUARY 21, 1993, FILED APRIL 18, 1993 UNDER DOCUMENT NUMBER 310022, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS (APPLY TO LOT 4 ONLY-BLANKET)

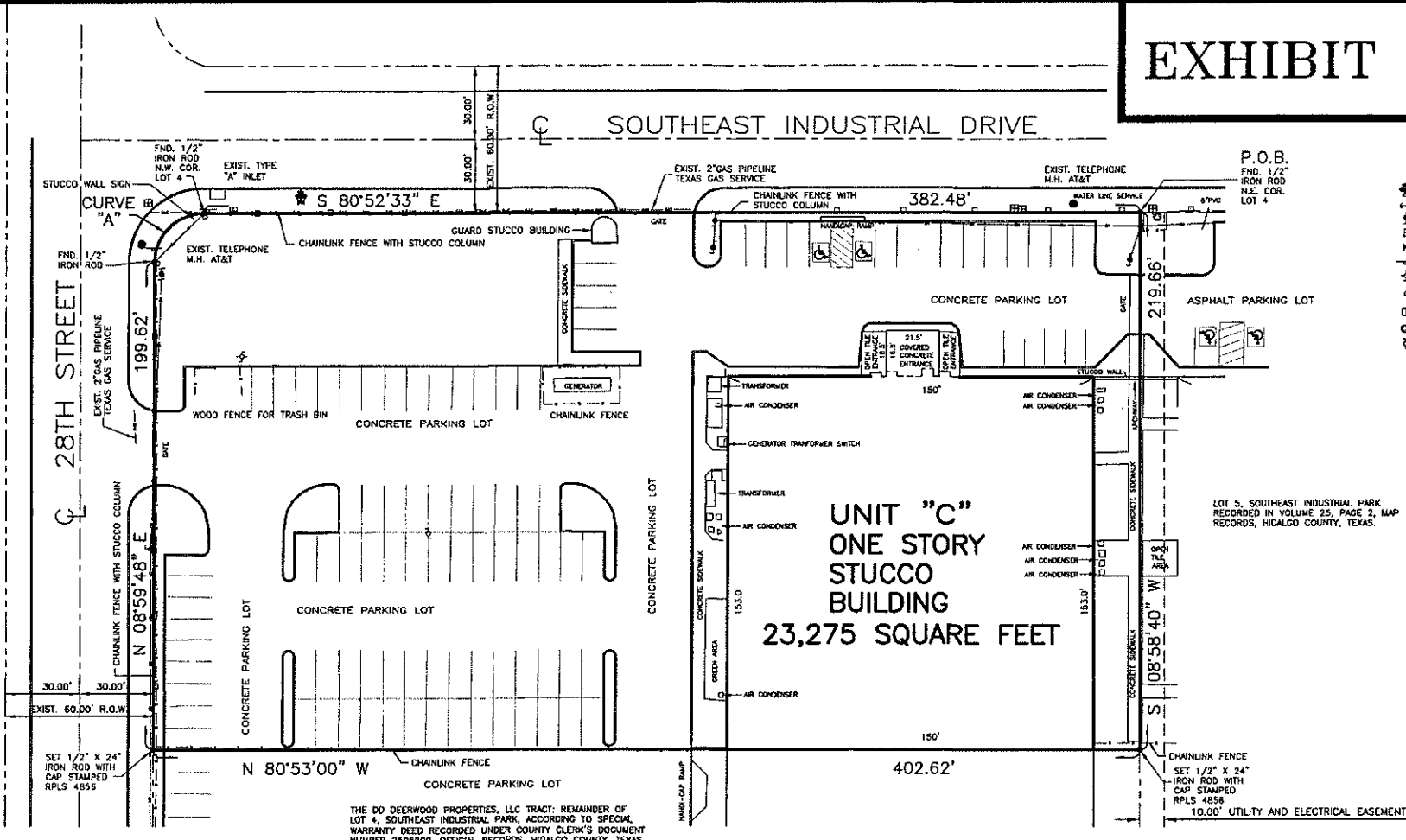
VOL. 25, PAGE 2
 SURVEYED: NOVEMBER 7, 2011
 ADDRESS: _____
 OWNER: _____
 JOB NO.: _____
 BOOK NO.: _____

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
 CONSULTING ENGINEERS
 124 S. STURGEON ST.
 HOUSTON, TEXAS 77059
 PHONE: 281-261-1400
 FAX: 281-261-0427
 LICENSE NO. 6504
 LICENSE EXPIRES: 12/31/12

**EXHIBIT "A-F"
THE PROJECT**

[Condominium Plat follows on separate page]

EXHIBIT "B"



| CURVE | DELTA | RADIUS | LENGTH |
|-------|-----------|--------|--------|
| "A" | 90°00'00" | 20.00' | 31.42' |

UNIT "C" CONDOMINIUM PLAT OF THE DD DEERWOOD CONDOMINIUM REGIME CONDOMINIUM

PLAT SHOWING

A 2.03 ACRE TRACT OF LAND OUT OF LOT 4, SOUTHEAST INDUSTRIAL PARK, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 25, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2506900, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NUMBER 460335 0030 E MAP REVISED: MAY 14, 2001 L.O.M.R.

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH SOUTHEAST INDUSTRIAL PARK RECORDED IN VOLUME 25, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION, AND THERE ARE NOT ANY DISCREPANCIES, CONFLICTS, EASEMENTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR ANY OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.



Alfonso Quintanilla
ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS LAND SURVEYORS
124 E. STUBBS ST. PHONE 856-381-8480
EDINBURG, TEXAS 76539 FAX 856-381-0937
ENGINEERING REGISTRATION NUMBER F-1513 ALFONSO@QHA-ENG.COM
SURVEYING REGISTRATION NUMBER 100411-00

- SCHEDULE 9 PARAGRAPH 10
- A. EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 1. (APPLY-BLANKET)
 - C. EASEMENT IN FAVOR OF CENTRAL POWER & LIGHT CO. AS SHOWN BY INSTRUMENT DATED MARCH 6, 1990, RECORDED IN VOLUME 2904, PAGE 331, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. (APPLY TO LOT 4 ONLY-BLANKET)
 - D. RIGHT OF WAY EASEMENT IN FAVOR OF CENTRAL POWER & LIGHT CO., AS SHOWN BY INSTRUMENT DATED JANUARY 21, 1993, FILED APRIL 19, 1993 UNDER DOCUMENT NUMBER 316522, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS. (APPLY TO LOT 4 ONLY-BLANKET)

VOL. 25 PAGE 2
SURVEYED DECEMBER 6, 2022
ADDRESS _____
OWNER _____
JOB No. _____
BOOK No. _____ PAGE _____
234604(SURVEYS/SURVEYS 2022)VIC PEREZ ATTORNEY LOTS 4 & 5, SOUTHEAST INDUSTRIAL PARK

EXHIBIT "C"



- LEGEND**
- ⊕ FIRE HYDRANT
 - GUY WIRE
 - ⊕ POWER POLE
 - ⊕ WATER METER
 - ⊕ WATER VALVE
 - SON
 - ⊕ SERVICE POLE
 - ⊕ CLEAN OUT
 - ⊕ TEL. POLE
 - ⊕ GAS SERVICE/WARNER
 - ⊕ LIGHT POLE

THE DD DEERWOOD PROPERTIES, LLC TRACT, A 9.042 ACRE TRACT OUT OF LOT 8, SECTION 27E, T24E-N10E-W4E, HEDGECOCK'S SURVEY, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2506900, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOODED ZONE DESIGNATION, ZONE "C" AREAS OF 200-YEAR FLOOD AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DAMAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COUNTY-WIDE, NUMBER HD200 0020 E. MAP REVISED, MAY 14, 2001 L.G.M.A.

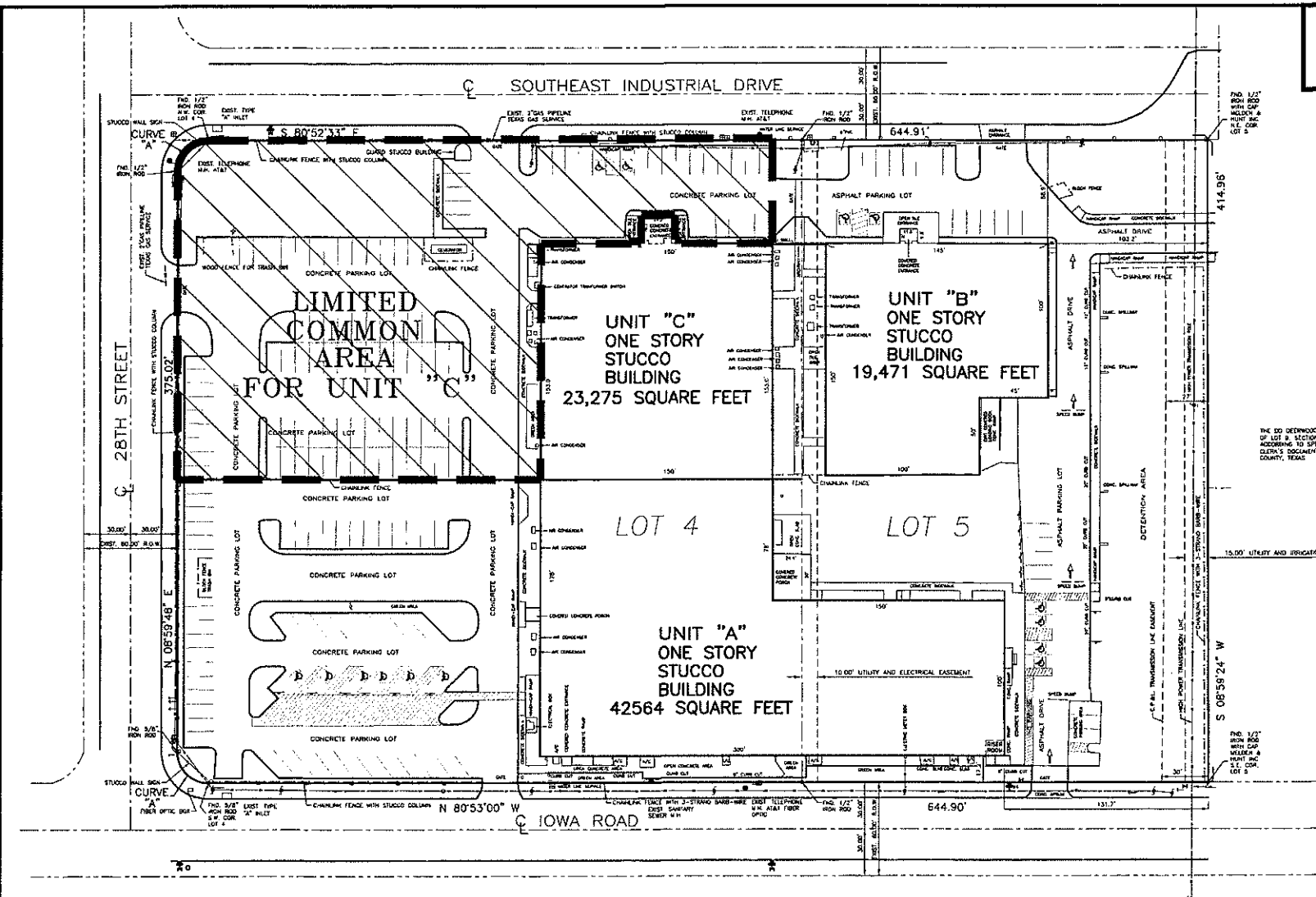
BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH SURVEY RECORDS, PLAT RECORDED IN VOLUME 25, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBORDINATION REGULATIONS OF THE BOARD OF REGISTRY OF CONTRACTORS AND CONSTRUCTION INDUSTRY OF TEXAS, WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA-TERRITORIAL JURISDICTION.

I, ALFONSO QUINTERO, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF AND SHOWS THE TRUE RESULT OF MY SURVEY. THERE ARE NO UNDISCLOSED CONFLICTS OF INTEREST OR ENCUMBRANCES, OR ANY OVERLAPPING OR IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.



Alfonso Quintero
ALFONSO QUINTERO
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4588



PLAT SHOWING

LOTS 4 AND 5, SOUTHEAST INDUSTRIAL PARK, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 25, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2506900, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

| CURVE DATA TABLE | | | |
|------------------|-----------|--------|--------|
| CURVE | DELTA | RADIUS | LENGTH |
| "A" | 90°00'00" | 20.00' | 31.42' |

VOL. 25, PAGE 2
SUPPORTED NOVEMBER 3, 2022

QUINTERO, HEDGECOCK AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND SURVEYORS
1214 E. STREET #7
EDINBURG, TEXAS 76102
PHONE 846-281-8100
FAX 846-281-8122
ALPHONSO@QHA-INC.COM
ALPHONSO@QHA-INC.COM

LIMITED COMMON AREA FOR UNIT "C" CONDOMINIUM PLAT OF THE DD DEERWOOD CONDOMINIUM REGIME CONDOMINIUM

EXHIBIT "D"



- LEGEND**
- ⊙ = FIRE HYDRANT
 - = GUY WIRE
 - ⊕ = POWER POLE
 - ⊖ = WATER METER
 - ⊞ = WATER VALVE
 - = SIGN
 - ⊕ = SERVICE POLE
 - ⊖ = 4" CLEAN OUT
 - ⊞ = TELL ROD
 - ⊙ = GAS SERVICE/VALVE
 - ⊕ = LIGHT POLE

THE DD DEERWOOD PROPERTIES, LLC TRACT, A 9.242 ACRE TRACT OUT OF LOT 8, SECTION 270, T24N, R10E, HADGALDO COUNTY, TEXAS, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2506900, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

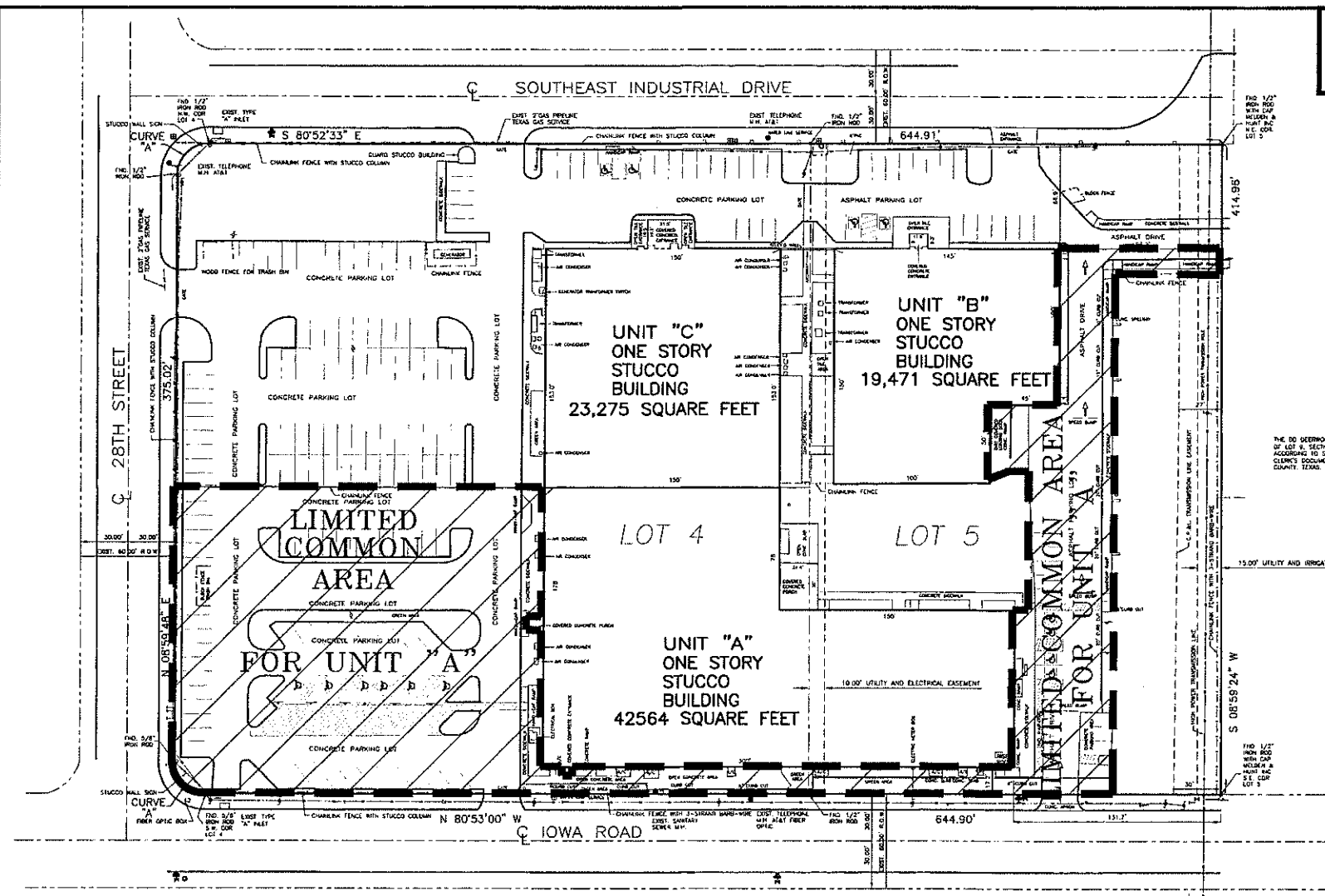
FLOOD ZONE DESIGNATION ZONE "X"
 AREA OF 500-YEAR FLOOD, AREA OF 100-YEAR FLOOD WITH ANCHOR DEPTH OF LESS THAN 4 FEET OR WITH ORANGE AREAS LESS THAN 1 SQUARE MET, AND AREAS PROTECTED BY LEVES FROM 100-YEAR FLOOD. COMMUNITY-FIRM, NUMBER 68338, DSD-1, MAY 2005, MAP 14, 2005 L.O.M.

RECORDS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH SOUTHWEST INDUSTRIAL PARK RECORDED IN VOLUME 25, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE JURISDICTION OF THE CITY OF EDINBURG AND/OR THE JURISDICTION OF EDINBURG, TEXAS, IN THE CITY IN WHICH THE PROPERTY MAY BE LOCATED ON THE DATE OF THIS SURVEY PLAT.



Alfredo Quintanilla
 ALFREDO QUINTANILLA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 4526



PLAT SHOWING

LOTS 4 AND 5, SOUTHWEST INDUSTRIAL PARK, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 25, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2506900, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

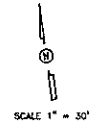
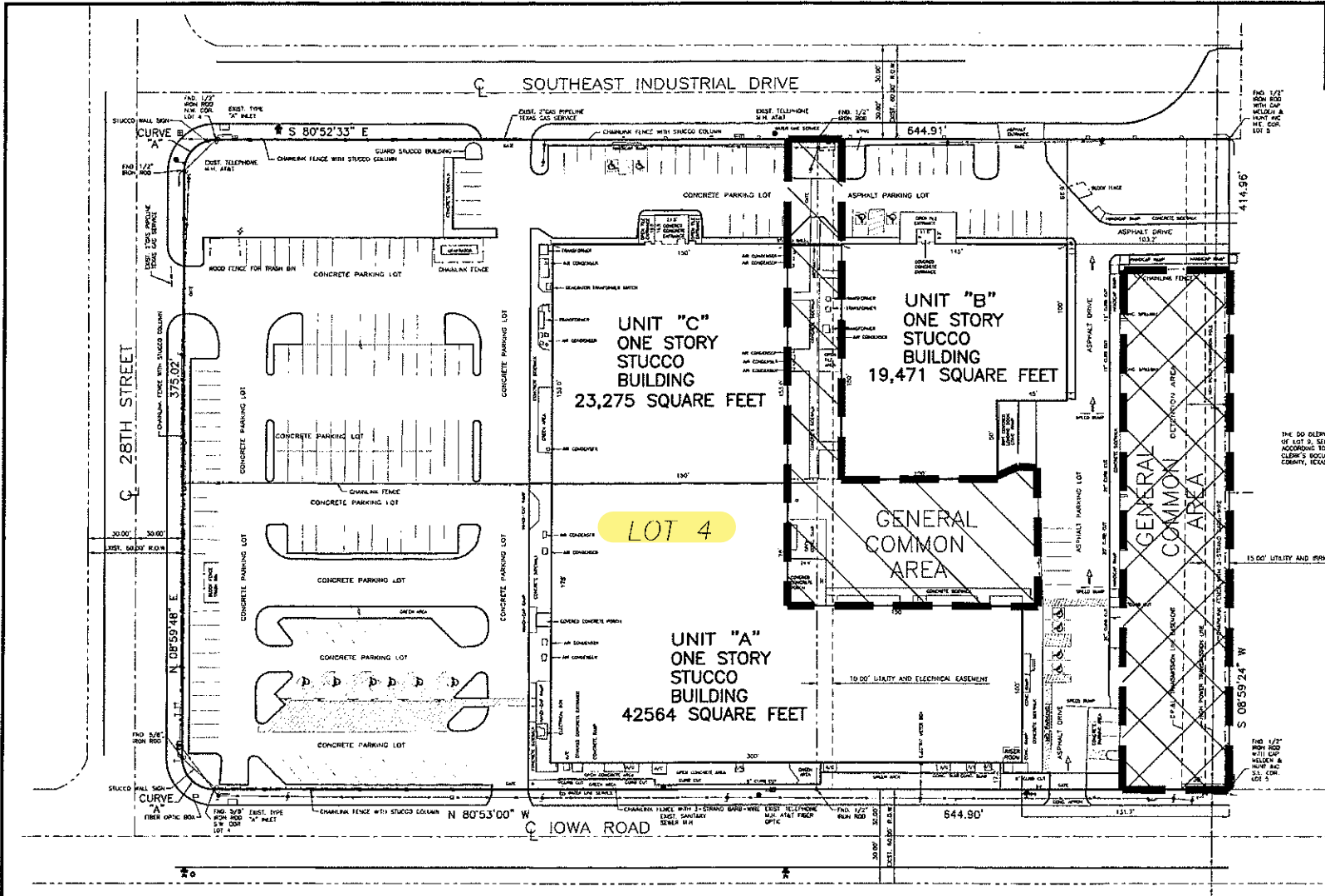
| CURVE DATA TABLE | | | |
|------------------|-----------|--------|--------|
| CURVE | DELTA | RADIUS | LENGTH |
| "A" | 90°00'00" | 20.00' | 31.42' |

LIMITED COMMON AREA FOR UNITS "A" CONDOMINIUM PLAT OF THE DD DEERWOOD CONDOMINIUM REGIME CONDOMINIUM

NO. 25, PAGE 2
 SURVEYED, NOVEMBER 7, 2022
 ADDRESS
 OFFICE
 JOB NO.
 BOOK NO.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
 CONSULTING ENGINEERS LAND SURVEYORS
 124 E. STURM ST.
 EDINBURG, TEXAS 76143
 PHONE 336-80-4444
 FAX 336-80-4444
 HIDEALGO REGISTRATION NUMBER 11-1112
 SURVEYING REGISTRATION NUMBER 18011-1100
 MFTN-REG-00000-018-000

EXHIBIT "E"



- LEGEND
- = FIRE HYDRANT
 - = GUY WIRE
 - = POWER POLE
 - = WATER METER
 - = WATER VALVE
 - = SIGN
 - = SERVICE POLE
 - = 1" CLEAR POLE
 - = RL. PFD
 - = GAS SERVICE/MANHOLE
 - = LIGHT POLE

THE DD DEERWOOD PROPERTIES, LLC TRACT A 6.242 AC. TRACT OUT OF LOT 5, SECTION 27E, T8S, R10E, HALL COUNTY, TEXAS, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2506900, OFFICIAL RECORD, HALL COUNTY, TEXAS.

FLOOD ZONE DESIGNATION ZONE "X"
AREAS OF 100-YEAR FLOOD RISKS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH EXCESSIVE AREAS LESS THAN 1 SQUARE FOOT AND AREAS PROTECTED BY LEVERS FROM 100-YEAR FLOOD. COUNTY-FINAL NUMBER 48348R DRAIN E. MAP REVISED: MAY 14, 2001 L.O.M.A.

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH SURVEYING INSTRUMENTS RECORDED IN VOLUME 23, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBORDINATION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR CONTRACTUAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING LEGAL JURISDICTION.

I, ALBERTO GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LAND SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION AND THERE ARE NO UNDISCLOSED ENCUMBRANCES, EASEMENTS, OR INTERESTS IN THE LAND OR OVERLAPPING OR INTERFERING INTERESTS AS SHOWN ON THIS PLAT.



Alberto Garcia
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4003

| CURVE DATA TABLE | | |
|------------------|-----------|---------|
| CURVE | DELTA | LENGTH |
| "A" | 99°00'00" | 31.427' |

PLAT SHOWING
LOTS 4 AND 5, SOUTHEAST INDUSTRIAL PARK, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 25, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2506900, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

GENERAL COMMON AREA CONDOMINIUM PLAT OF THE DD DEERWOOD CONDOMINIUM REGIME CONDOMINIUM

FILE NO. 32, PAGE 7
SURVEYED: NOVEMBER 7, 2022
ADDRESS: _____
OWNER: _____
JOB NO. _____
BOOK NO. _____
L. VILLALBA/SURVEYOR'S 2022/NOV. PAUL J. ATTORNEY/LOTS 4 & 5, SOUTHEAST INDUSTRIAL PARK

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
1214 N. WILSON ST. SUITE 100
EDINBURG, TEXAS 78242
PHONE: 361-2222 FAX: 361-2227
CONDOMINIUM REGIME FORM # 1-2012 SURVEYING REGISTRATION NUMBER 120411-100
L. VILLALBA/SURVEYOR'S 2022/NOV. PAUL J. ATTORNEY/LOTS 4 & 5, SOUTHEAST INDUSTRIAL PARK

EXHIBIT "F"



- LEGEND
- ⊕ = ELEC. HYDRANT
 - ⊖ = LOT WPC
 - ⊕ = POWER POLE
 - ⊕ = WATER METER
 - ⊕ = WATER VALVE
 - ⊕ = SPRINKLE POLE
 - ⊕ = 4" CLEAN OUT
 - ⊕ = TEL. POLE
 - ⊕ = GAS SERVICE/WAIVER
 - ⊕ = LIGHT POLE

THE DD DEERWOOD PROPERTIES, L.L.C. TRACT, A 9.242 ACRE TRACT OUT OF LOT 9, SECTION 27E, T84N-R10E-W4E, EDINBURG SURVEY, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S RECORD NUMBER 2506890, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION ZONE "C" AREA OF 200-YEAR FLOOD AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTH OF FEET 1.00 OR MORE (SHADED AREAS LESS THAN 1.00 FEET DEPTH ARE UNSHADED) AREAS LESS THAN 1.00 FEET DEPTH ARE UNSHADED. CONVEYANCE NUMBER 445336 0020 E MAP RECORDED MAY 14, 2004 L.O.M.A.

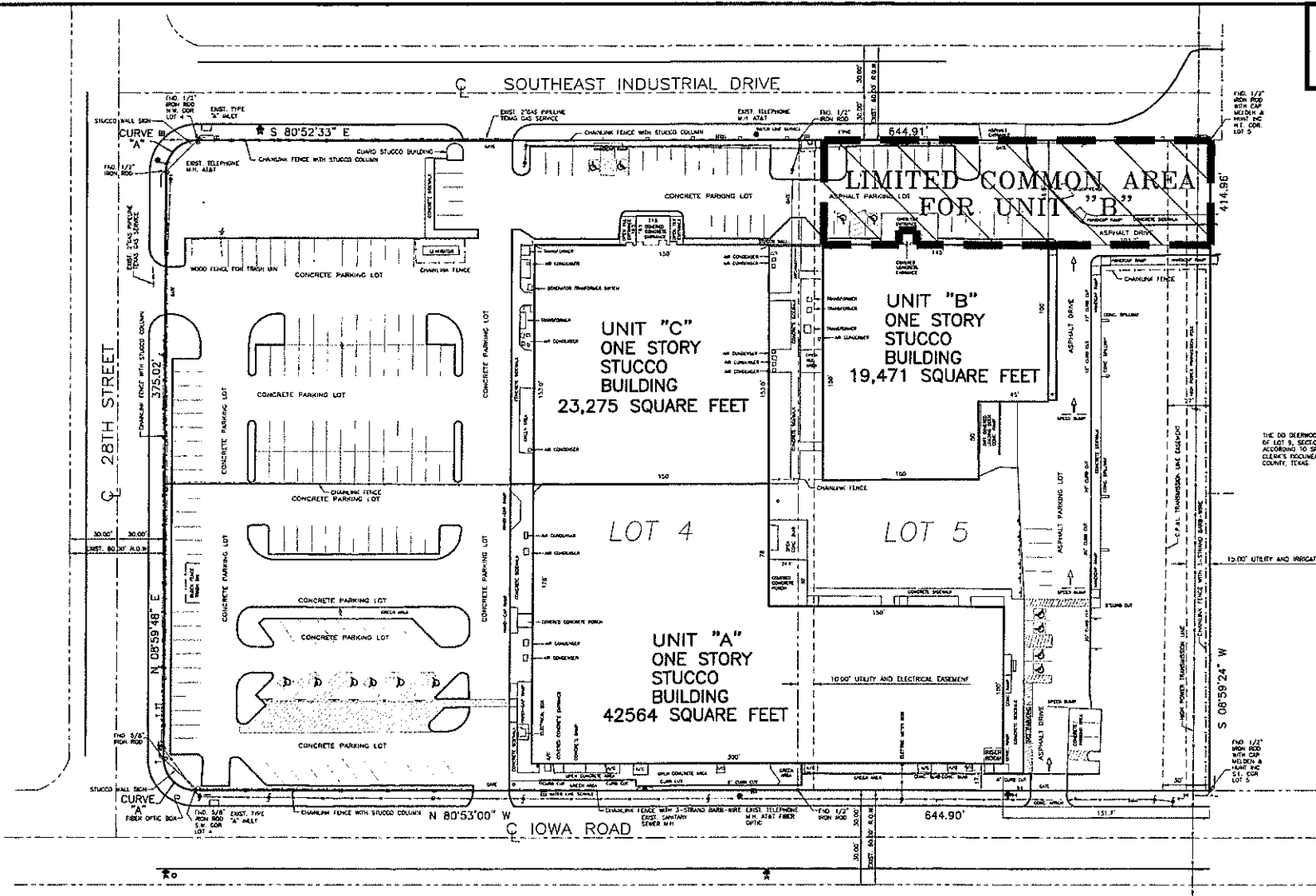
REPLACES SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH SURVEYED INDUSTRIAL PARK ZONING MAP VOLUME 25, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE EASEMENTS, ENCUMBRANCES OF THE CITY OF EDINBURG AND/OR ORDINANCES OF GOVERNMENTAL REGULATORS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE BY ME OR UNDER MY SUPERVISION AND THERE ARE NO UNDISCOVERED ENCUMBRANCES, EASEMENTS, OR INTERESTS IN THE LAND SHOWN UNLESS OR UNTIL OTHERWISE SHOWN BY THIS PLAT.



Alonso Quintanilla
ALONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4955



PLAT SHOWING

LOTS 4 AND 5, SOUTHEAST INDUSTRIAL PARK, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 25, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2506890, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

| CURVE DATA TABLE | | | |
|------------------|-----------|--------|--------|
| CURVE | DELTA | RADIUS | LENGTH |
| "A" | 30°02'00" | 20.00' | 21.42' |

Vol. 25, Page 2
SURVEYED: NOVEMBER 7, 2017
ADDRESS:
OWNER:
JOB NO.:
BOOK NO.: PAGE:
E:\Land\Survey\2017\201706\20170611\20170611.dwg

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
11111 WILLOW
EDINBURG, TEXAS 77549
PH: 281-291-0222
FAX: 281-291-0223
SURVEYING REGISTRATION NUMBER 01-11-01
SURVEYING REGISTRATION NUMBER 120111-01


LIMITED COMMON AREA FOR UNIT "B" CONDOMINIUM PLAT OF THE DD DEERWOOD CONDOMINIUM REGIME CONDOMINIUM

EXHIBIT "G"

THE UNITS

| <u>UNIT</u> | <u>SQUARE FOOTAGE</u> | <u>PERCENTAGE</u> |
|-------------|-----------------------|-------------------|
| A | 23,275 | 27% |
| B | 42,564 | 50% |
| C | 19,471 | 23% |
| | <hr/> | <hr/> |
| TOTALS | 85,310 | 100% |



Imagery ©2023 Google, Imagery ©2023 CNES / Airbus, Maxar Technologies, Texas General Land Office, U.S. Geological Survey, 100 ft 
Map data ©2023 Google



VG-120-2023-3409562

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

Document No: 3409562

Billable Pages: 3

Recorded On: January 03, 2023 02:59 PM

Number of Pages: 4

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

Total Recording: \$ 44.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

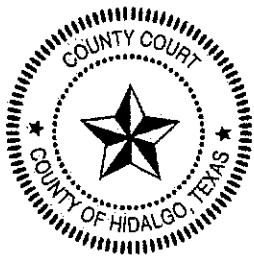
Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 3409562
Receipt No: 20230103000362
Recorded On: January 03, 2023 02:59 PM
Deputy Clerk: Horacio Garza
Station: CH-1-CC-K12

Record and Return To:

Perez Law Firm
208 Lindberg Ave
Original Returned to Customer
MCALLEN TX 78501



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



Office of the Secretary of State

CERTIFICATE OF FILING OF

DD Deerwood Condominium Association, Inc.
File Number: 804843696

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 12/07/2022

Effective: 12/07/2022



A handwritten signature in black ink, appearing to read "Jose A. Esparza".

Jose A. Esparza
Deputy Secretary of State

**CERTIFICATE OF FORMATION OF
DD DEERWOOD CONDOMINIUM ASSOCIATION, INC.
A NONPROFIT CORPORATION**

FILED
In the Office of the
Secretary of State of Texas

DEC 07 2022

Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a nonprofit corporation. The name of the entity is:

DD Deerwood Condominium Association, Inc.

The initial mailing address of the filing entity is: 3007 N. Bryan Rd, Mission, Texas 78574.

Article 2 – Registered Agent and Registered Office

The initial registered agent is an individual resident of the state whose name is: Frank King.

The business address of the registered agent and the registered office address is: 3007 N. Bryan Rd, Mission, Texas 78574.

Article 3 – Management

The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

| <u>Name:</u> | <u>Address:</u> |
|--------------|--|
| Donald King | 3007 N. Bryan Rd, Mission, Texas 78574 |
| Deloris King | 3007 N. Bryan Rd, Mission, Texas 78574 |
| Jason King | 3007 N. Bryan Rd, Mission, Texas 78574 |
| Frank King | 3007 N. Bryan Rd, Mission, Texas 78574 |

Article 4 – Membership

The nonprofit corporation shall have members.

Article 5 – Purpose

The corporation is organized for the following purpose or purposes: The Association, acting through the Board, will administer and manage the DD Deerwood Condominium in accordance with the Dedicatory Instruments. The Association has the powers (a) of a nonprofit corporation under the Texas Business Organizations Code, (b) of a condominium association under the Act, and (c) stated in the Dedicatory Instruments, respectively as amended. All acts of

the Association must be by and through the Board, except as otherwise provided by the Declaration or Bylaws or by law.

Organizer

The name and address of the organizer is:

Name: Eric Wiesehan

Address: 7000 N 10th Street, Ste C5, McAllen, Texas 78504

Effectiveness of Filing

This document becomes effective when the document is filed by the secretary of state.

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: December 2, 2022.

Eric Wiesehan

Eric Wiesehan

HIDALGO COUNTY PROPERTY TAX SERVICE

6013 North 10th Street • McAllen, Texas 78504 • (956) 217-3120 • (956) 217-3123 Fax

TAX INFORMATION

| | |
|---|---|
| GF NUMBER: 180422 | ORDERED BY: MARILYN |
| DATE: 1/3/2023 | RECORD OWNER: DD DEERWOOD PROPERTIES LLC |
| | TAX ACCOUNT Number: S4840-00-000-0004-00 |
| LEGAL DESCRIPTION: SOUTHEAST INDUSTRIAL PARK LOT 4 (3.84AC) & LOT 5 (2.50AC), HIDALGO COUNTY, TEXAS | |

| |
|--|
| Property Valuation: IMP NHS 2,184,258 LAND NHS 414,255 = 2,598,513 |
| Exemptions: N/A |
| Hidalgo Co Appraisal District Value: IMP NHS 2,184,258 LAND NHS 414,255 = 2,598,513 |

| | |
|---|--------------------|
| TAX SUIT NO: (if applicable) N/A | FEES: \$N/A |
| Payable to: N/A | |

| | |
|--|--|
| DISTRICT CLERK FEES: (if applicable) \$ N/A | Payable to: Hidalgo County District Clerk |
|--|--|

| |
|-----------------------------|
| IMPORTANT NOTES: N/A |
|-----------------------------|

HIDALGO COUNTY

Tax Rate: 0.9036

| YEAR | BASE AMOUNT | PENALTY & INTEREST | TOTAL | PAID or DUE |
|---|-------------|--------------------|-----------|-----------------------|
| 2022 | 23,480.17 | | 23,480.17 | PAID |
| 2021 | | | | |
| Payable to: Pablo Villarreal Jr., Hidalgo County Tax Assessor/Collector P.O. Box 178 Edinburg Texas 78540 | | | | TOTALS: -0- |

CITY: EDINBURG

Tax Rate: 0.6400

| YEAR | BASE AMOUNT | PENALTY & INTEREST | TOTAL | PAID or DUE |
|---|-------------|--------------------|-----------|-----------------------|
| 2022 | 16,630.48 | | 16,630.48 | PAID |
| 2021 | | | | |
| Payable to: Pablo Villarreal Jr., Hidalgo County Tax Assessor/Collector P.O. Box 178 Edinburg Texas 78540 | | | | TOTALS: -0- |

SCHOOL: EDINBURG CISD

Tax Rate: 1.0604

| YEAR | BASE AMOUNT | PENALTY & INTEREST | TOTAL | PAID or DUE |
|---|-------------|--------------------|-----------|-----------------------|
| 2022 | 27,554.63 | | 27,554.63 | PAID |
| 2021 | | | | |
| Payable to: Pablo Villarreal Jr., Hidalgo County Tax Assessor/Collector P.O. Box 178 Edinburg Texas 78540 | | | | TOTALS: -0- |

WATER DISTRICT (FLAT RATE): #1

| YEAR | BASE AMOUNT | PENALTY & INTEREST | TOTAL | PAID or DUE |
|--------------------|-------------|--------------------|-------|----------------|
| 2023 | | EXCLUDED | | |
| 2022 | | | | |
| Payable to: | | | | TOTALS: |

(BOND, REHAB and/or MAINTENANCE TAX)

| YEAR | BASE AMOUNT | PENALTY & INTEREST | TOTAL | PAID or DUE |
|--|-------------|--------------------|-------|----------------|
| 2022 | | | | |
| 2021 | | | | |
| (to be included and paid to water district listed above) | | | | TOTALS: |

EXCLUSIONS, LIMITATIONS AND CONDITIONS:

The attached information has been compiled as of the date set forth on the attached. If the attached-described property has received or is receiving a special valuation based on its use or exemption claimed by the current owner, additional taxes may become due.

If additional taxes become due we will require a rollback disclosure form be executed by the seller/borrower and/or buyer. We will not be responsible for researching for or the payment of rollback taxes.

We are not responsible for any errors in the attached information due to any erroneously claimed exemptions by anyone during the previous 10 years or the failure of anyone to render an accurate value for the property described, including improvements or knows of or should have known that the value of the property is inaccurate. Taxes may be subsequently imposed on the property (Section 11.43 (i), 25.21 and 26.09 (d), Texas Property Tax Code).

The information attached does not include any taxes on minerals, mobile homes (unless included in the value of the improvements), or personal property, including without limitation, inventory, fixtures or equipment.

Hidalgo County Property Tax Service, Ltd. shall not be liable for information contained herein due to fraud or collusion by any party providing any information required to secure the above tax information.

Hidalgo County Property Tax Service, Ltd. shall not be liable for information contained herein unless all taxes shown due have been paid and the company has received payment for services rendered.

HIDALGO COUNTY PROPERTY TAX SERVICE, LTD does not provide information on the following:

1. 95 and 98 Tax accounts for improvements only (which does not include real property)
2. 97 Tax accounts for mobile home park equipment
3. 99 Tax accounts for furniture, fixtures, supplies and/or inventory
4. Tax accounts for common areas of real property, including mobile home parks, condominiums and subdivision common areas of the attached described real property and improvements.

Prepared by: Imelda Calvillo

**BYLAWS OF DD DEERWOOD CONDOMINIUM ASSOCIATION, INC.,
A TEXAS NONPROFIT CORPORATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **DD DEERWOOD CONDOMINIUM ASSOCIATION, INC.**, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 3007 N. Bryan Road, Mission, Texas 78574, but meetings of Members and Directors may be held at such places within the State of Texas, in Hidalgo County, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

The following words when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

1. **"Association or Corporation"** shall mean and refer to **DD DEERWOOD CONDOMINIUM ASSOCIATION, INC.**, a non-profit corporation, its successors and assigns, or replacements which, or will be, formed by the Owners for the purpose of enforcing the covenants, restrictions and agreements set forth herein.
2. **"Board of Directors"** shall mean and refer to the Board of Directors of the Association which will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.
3. **"Bylaws"** shall mean and refer to the Bylaws of the Association, as amended from time to time.
4. **"Common Elements"** shall mean and refer to all real property located within the boundaries of the Project which are not otherwise located within or on a part of any Unit, as set forth on the plat or map of the Project as recorded in the Map Records of Hidalgo County, Texas, together with any improvements located thereon, including, but not limited to, all streets and alleys located within the Project and all improvements, the perimeter fence constructed by the Declarant, and all landscaping and area lights provided by the Declarant for the benefit of the Project.
5. **"Limited Common Elements"** shall mean the portion of the property shown on the Condominium Plat as "Limited Common Elements" and reserved for use of the Owners of the specific Units designated on the Condominium Plat. The Limited Common Elements shall be composed of parking lots and driveways appurtenant to the specific Units and for the exclusive use of such Units.
6. **"Declarant"** shall mean and refer to **DD DEERWOOD PROPERTIES SERIES, L.L.C.**, its successors and assigns, in his capacity as the developer of the Project.

7. **“Declaration”** shall and mean refer to that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DD DEERWOOD CONDOMINIUM, an Addition to the City of Edinburg, Hidalgo County, Texas, recorded in the office of the County Clerk of Hidalgo County, Texas, under document number 3409561 as the same may be amended or supplemented from the time as therein provided applicable to the Property recorded in the Office of the County Clerk of Hidalgo County, Texas.

8. **“Unit”** shall mean any of Three (3) lettered units as shown exhibits A, B, C, D, E, F & G of the declaration with the exception of the Common Areas and Limited Common Areas.

9. **“Majority Vote”** or **“Majority Vote of the Members”** shall mean and refer to the affirmative vote on any matter brought before the membership of fifty-one percent (51%) or more of the votes entitled to be cast by Members in Good Standing of the Association who are present and voting in person or by legitimate proxy, and at a meeting of the Members duly called at which a quorum is present, and otherwise convened and conducted in accordance with the Bylaws of the Association.

10. **“Member”** shall mean every person or entity who holds membership in the Association as set out in Article II of the Declaration.

11. **“Member in Good Standing”** shall mean and refer to each member of the Association who (i) is not in default in payment of any assessments levied by the Association in accordance with the terms of the Declaration; (ii) nor in receipt of a notice of default from Declarant or the Association pertaining to any default under the Declaration or any rule or regulation promulgated by the Association, which default remains uncured in the opinion of the Declarant; (iii) nor named as a party in any pending legal action, suit or proceeding involving an alleged violation of the Declaration brought by the Declarant, the Association, or any other party with standing to enforce any provision of the Declaration.

12. **“Owner”** shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the property, and shall include contract sellers, but shall not include holding title merely as security for performance of an obligation.

13. **“Project”** shall mean DD DEERWOOD CONDOMINIUM, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the Map or Plat thereof, recorded in 3409561 of the Map Records of Hidalgo County, Texas

ARTICLE III **MEETING OF MEMBERS**

Section 1 Annual Meetings Annual meetings of the Members shall be held as determined by the Board of Directors. The meetings shall be held at the place and hour designated by the Board of Directors.

Section 2 Special Meeting Special meetings of the Members may be called at any time by the president of the Association or by the Board of Directors, or upon written request of 50% of the Members entitled to cast a vote.

Section 3 Notice of Meetings Written notice of each meeting of the Members shall be given by, or at the directors of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of special meeting, the purpose of the meeting.

Section 4 Quorum The presence at the meeting of Members or proxies entitled to cast twenty five percent (25%) of all the votes entitled to be cast by the Members of the Association, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such not be present or represented at any meeting, another meeting may be called subject to the same notice and quorum requirements.

Section 5 Proxies At all meetings of Members, each Member eligible to vote may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. Every proxy shall be revocable and shall automatically cause upon conveyance by the Member of its Unit.

ARTICLE IV **BOARD OF DIRECTORS, SECTION, TERM OF OFFICE**

Section 1 Number The affairs of this Association shall be managed by a minimum of three Board (3) directors, who need not to be members of the Association.

Section 2 Term of Office At the first annual meeting the Members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the Members shall elect one director for a term of three years.

Section 3 Removal Any director may be removed from the Board, with or without cause, by a Majority Vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of predecessor.

Section 4 Compensation No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5 Action Taken Without a Meeting The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V **NOMINATION AND ELECTION OF DIRECTORS**

Nomination for election to the Board of Directors shall be made at the annual meeting. Such nomination may be made from among Members or nonmembers.

Elections to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI **MEETING OF DIRECTORS**

Section 1 Regular Meetings Regular meetings of the Board of Directors shall be held periodically, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2 Special Meetings Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any director, or upon written request of the Members entitled to cast a Majority Vote, after not less than three (3) days notice to each director.

Section 3 Quorum A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1 Powers The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the Members and their guest thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(g) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificated setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the insurance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(h) to the extent the Association has available funds, procure and maintain liability insurance and hazard insurance on property owned by the Association; and

(i) cause all officers or employees having fiscal responsibilities to be bonded, to the extent as it may deem appropriate.

Section 2 Duties It shall be among the duties of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting for the previous three years;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed; and

(c) are more fully provided in the Declaration, fix and give notice of the amount of the annual assessments against each Unit.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1 Enumeration of Officers The officers of this Association shall be a President, Vice President, and Secretary/Treasurer, who may at all times be Members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2 Election of Officers The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3 Term The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4 Special Appointments The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5 Resignation and Removal Any officer may be removed from office with or without by the Board. Any officer may resign at any time by given written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 Vacancies A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7 Multiple Offices The Offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8 Duties The duties of the officers are as follows:

PRESEIDENT

(a) The President shall preside at all meeting of the Board of Directors; shall see that orders and resolution of the Board are carried out; shall sign all lease, mortgages, deed, contracts and other written instructions and shall sign all cheeks and promissory notes.

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY / TREASURER

(c) The Secretary/Treasurer shall record the vote and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

The Secretary/Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX **COMMITTEES**

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE X

The board, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI **ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessment which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the Default Rate as defined in the Declaration, and the Association, may bring ands action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

ARTICLE XII
CORPORATE SEAL

The Association shall not have a seal.

ARTICLE XIII
AMENDMENTS

Section 1 These Bylaws may be amended by the Board of Directors, or by the Members at a regular or special meeting of the Members, by a Majority Vote of a quorum of Members present in person or by proxy.

Section 2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year, except that the first fiscal year begin on the date of incorporation.

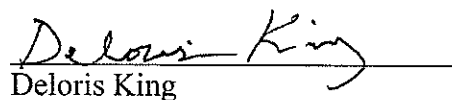
IN WITNESS WHEREOF, we being all of the directors of the **DD DEERWOOD CONDOMINIUM ASSOCIATION, INC.**, have hereunto set our hands this 3rd day of

January, 2023 14

DIRECTORS:



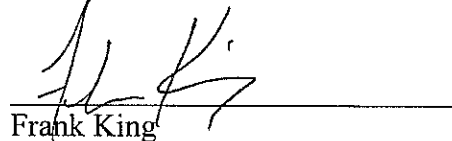
Donald King



Deloris King



Jason King



Frank King



COMMITMENT FOR TITLE INSURANCE (Form T-7)
ISSUED BY: ALLIANT NATIONAL TITLE INSURANCE COMPANY

1831 Lefthand Circle, Suite G, Longmont, Colorado 80501

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, Alliant National Title Insurance Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

ATTEST:

Countersigned by:

Handwritten signature of Monica G. Garza

Authorized Countersignature

Valley Land Title Co.

Company Name

McAllen, TX

City, State

ALLIANT NATIONAL TITLE INSURANCE COMPANY



By:

Handwritten signature of President

President

Attest:

Handwritten signature of Secretary

Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-877-788-9800 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Alliant National Title Insurance Company's toll free telephone number for information or to make a complaint at:

1-877-788-9800

You may also write to Alliant National Title Insurance Company at:

1831 Lefthand Circle, Suite G
Longmont, CO 80501

noc@alliantnational.com

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Alliant National Title Insurance Company first. If the dispute is not resolved, you may then contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Alliant National Title Insurance Company para obtener información o para presentar una queja al:

1-877-788-9800

Usted también puede escribir a Alliant National Title Insurance Company:

1831 Lefthand Circle, Suite G
Longmont, CO 80501

noc@alliantnational.com

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con Alliant National Title Insurance Company primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

ALLIANT NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **December 27, 2022, 05:00 pm**

GF No. **180422**

Commitment No. _____, issued **January 5, 2023, 01:27 pm**

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: **\$1,900,000.00**
PROPOSED INSURED: **Hidalgo County, Texas**
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:
DD Deerwood Properties, L.L.C., a Texas limited liability company
4. Legal description of land:
All of Unit C, DD DEERWOOD CONDOMINIUM, a Condominium Regime established under Condominium Declaration, dated January 3, 2023, filed January 3, 2023, under Document Number 3409561, Official Records of Hidalgo County, Texas, together with the undivided 23% interest in and to the common elements of said land and premises, said condominium regime being situated on a tract of land out of Lots 4 and 5, Southeast Industrial Park, an Addition to the City of Edinburg, Hidalgo County, Texas, reference to which is here made for all purposes.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

ALLIANT NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Dated January 3, 2023, filed January 3, 2023, under Document Number 3409561, Official Records and map filed in Volume 25, Page 2, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. **Company has approved the current land title survey and upon request, and payment of any promulgated premium, this item will be amended in the policy(ies) to be issued to read: 'shortages in area'.**
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2023**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **Annual maintenance charge and/or current assessments as set forth in instrument dated January 3, 2023, filed January 3, 2023, under Document Number 3409561, Official Records of Hidalgo County, Texas.**
 - b. **Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1.**
 - c. **Minimum floor elevations, setback lines, utility easements and restrictions as shown on the map of Southeast Industrial Park, recorded in Volume 25, Page 2, Map Records of Hidalgo County, Texas, and as referenced on survey prepared by Leo L. Rodriguez, Jr., RPLS # 2448, dated August 19, 2022, Job # SUR 22.626.**
 - d. **Easement in favor of Central Power & Light Co. as shown by instrument dated March 6, 1990, recorded in Volume 2904, Page 331, Official Records of Hidalgo County, Texas.**
 - e. **Right of way easement in favor of Central Power & Light Co., as shown by instrument dated January 21, 1993, filed April 19, 1993 under Document Number 316522, Official Records of Hidalgo County, Texas.**
 - f. **Mineral and/or royalty reservation contained in deed dated July 1, 1950, recorded in Volume 700, Page 428, Deed Records of Hidalgo County, Texas.**

Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.
 - g. **Mineral and/or royalty reservation contained in deed dated September 19, 1950, recorded in Volume 701, Page 498, dated December 22, 1954, recorded in Volume 818, Page 22 and Dated January 7, 1969, recorded in Volume 1221, Page 984, all in the Deed Records of Hidalgo County, Texas.**

Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.
 - h. **Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 8, 1966, by and between Helen S. Ford, as Lessor, and Hale Schaleben, as Lessee, recorded in Volume 306, Page 62 Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).**
 - i. **Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 9, 1966, by and between Donald P. Gayken, as Lessor, and Hale Schalaben, as Lessee, recorded in Volume 307, Page 329 Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).**
 - j. **Terms, conditions and stipulations of that certain Condominium Declaration, dated January 3, 2023, filed January 3, 2023, under Document Number 3409561, Official Records, together with all By-Laws thereof, and any amendments present or future, thereto, including, but not limited to, all covenants and restrictions covering the use, occupancy and transfer of the insured premises contained therein.**

- k. All rights and privileges of other owners in the condominium project in and to all general and common elements, as that term is defined by Texas Law, which passes as an appurtenance to the insured premises.**
- l. All future assessments and charges of DD Deerwood Condominium Association, Inc..**
- m. Rights of parties in possession. (Owner's Policy Only)**
- n. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the insured under this Policy if such liens have been filed with the county clerk of Hidalgo County, Texas, prior to the date hereof.**

Liability hereunder at the date hereof is limited to \$_____ (value of land minus construction). Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

[Schedule B/C Documents](#)

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

ALLIANT NATIONAL TITLE INSURANCE COMPANY

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **The enclosed Waiver of Inspection along with Affidavit of Debts and Liens should be executed and returned to this office.**
6. **Tax certificates should be furnished from State and County, City of Edinburg, Edinburg School District and Hidalgo County Irrigation District No. 1.**
7. **This company requires that assessments and/or current maintenance charges due, if any, be paid in full at the time of closing.**
8. **By instrument dated April 14, 2014, filed April 24, 2014, under Document Number 2014-2506900, Official Records of Hidalgo County, Texas, DD Deerwood Properties, L.L.C. acquired the property under examination:**

If the entity was formed prior to January 2006 Closer should be furnished:

1. Certificate of Organization
2. Articles of Organization and Regulations
3. Good Standing Certificate
4. Authorization Documentation
5. Resolution

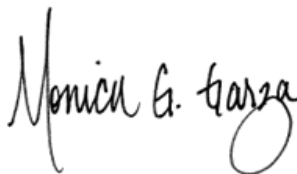
If the entity was formed after January 2006 Closer should be furnished:

- 1. Certificate of Formation and Certificate of Filing
- 2. Good Standing Certificate
- 3. Authorization Documentation
- 4. Company Agreement or Operating Agreement
- 5. Resolution

- 9. **NOTE TO CLOSER AS TO BUYER:**The Title Company should be provided with satisfactory evidence of the compliance with all statutory rules and regulations and charter requirements with regards to the sale or exchange of the Property set out on Schedule "A", including copies of all commission meeting minutes authorizing such sale or exchange.
- 10. **NOTE TO CLOSER:** If any party to the transaction will execute documents by a power of attorney, Company requires that the agent of each such power of attorney provide the company with a Certification of Durable Power of Attorney by Agent, pursuant to Texas Estates Code Sec. 751.203.
- 11. Due to office closures related to COVID-19, we may be temporarily unable to record documents in the normal course of business. As such, we will require our **AFFIDAVIT OF UNDERSTANDING AND INDEMNITY AND HOLD HARMLESS AGREEMENT DUE TO CORONAVIRUS PANDEMIC** to be signed by all parties.
- 12. Do not close transactions between family members without contacting the title company prior to closing. Valley Land Title Co. reserve the right to make additional requirements.
- 13. Note as to Estimated Premium Amounts Disclosed on Schedule D:

Schedule "D", item 3, discloses an estimated premium of title policy premiums and endorsements based upon information provided at the time the initial order is placed.
 If changes occur after the order is placed, it may affect the estimated amounts shown.
 Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.
 If you have any questions, please call the Exam Department at 956-687-7763 or email customerservice@valleylandtitleco.com.

Countersigned



By: Monica G. Garza

COMMITMENT FOR TITLE INSURANCE T-7

SCHEDULE D

GF No. **180422**

Effective Date: **December 27, 2022, 05:00 pm**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of Alliant National Title Insurance Company, Inc., as of December 31, 2021:

| | |
|--------------------------|-------------------------------------|
| Chris Puscasiu* | Mark Lewis* |
| Victor Masaya* | David Sinclair*, President |
| William J. Rattikin III* | Robert Scott Hendrickson, Treasurer |
| Dawn Enoch Moore* | Margaret Cook, Secretary |

* Indicates Director

Presidio Investors ATC Holdco, LLC, owns 100% of the stock of Alliant National Title Insurance Company, Inc. and Presidio Investors ATC, LP owns ten percent or more of Presidio Investors ATC Holdco, LLC.

2. **AGENT: VALLEY LAND TITLE COMPANY, LTD. DBA VALLEY LAND TITLE CO.**

The following disclosures are made by the Title Insurance Agent issuing this commitment pursuant to Rule P-21.

- A. Shareholders, owners and/or partners controlling one percent (1%) or more of the entity:
Alonzo Cantu, Simply Rodriguez Ltd., and Valley Land Management Company, L.L.C.
- B. Shareholders, owners and/or partners controlling ten percent (10%) or more of Valley Land Management Company, L.L.C.:
Alonzo Cantu

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

| | |
|---------------------|-------------------|
| Owner's Policy | \$9,472.00 |
| Loan Policy | \$0.00 |
| Endorsement Charges | \$0.00 |
| Other | \$0.00 |
| Total | \$9,472.00 |

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

| | | |
|---------------|----------------|---------------------|
| <u>Amount</u> | <u>To Whom</u> | <u>For Services</u> |
|---------------|----------------|---------------------|

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

ALLIANT NATIONAL TITLE INSURANCE COMPANY

| Premium Amount | Rate Rules | Property Type | County Code | Liability at Reissue Rate | 6 | 7 | 8 |
|------------------------|------------------|----------------|-----------------|---------------------------|---|---|---|
| 1 \$9,472.00 | 2 1000 | 3 40 | 4 215 | 5 | 6 | 7 | 8 |



PRIVACY POLICY NOTICE

Purpose of Notice:

Alliant National Title Insurance Company respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.



PRIVACY POLICY NOTICE

Purpose of Notice:

Valley Land Title Co. respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.

VALLEY LAND TITLE CO.

It is important to *Valley Land Title Co.* that you are completely satisfied with our services.

Please complete the following survey; your participation is greatly appreciated. If you have any positive or negative comments that you would like to share with us, please provide them below. You can then place the completed form in the envelope provided. Also, if you prefer, feel free to fax or email the completed form to Paul R. Rodriguez, CEO at 956-217-3122 or email comments to rodriguezp@valleylandtitleco.com. Thank you for taking the time to assist us in providing quality service.

DATE: _____ NAME: _____

| |
|---|
| <p>SURVEY RATING SCALE</p> <p>Exceptional: 5</p> <p>Very Good: 4</p> <p>Good: 3</p> <p>Fair: 2</p> <p>Poor: 1</p> |
|---|

1. How would you rate the accuracy of your closing? _____
2. How would you rate the quality of service received from staff? _____
3. How would you rate the level of service you received from the closer? _____
4. How would you rate our overall service for friendliness? _____
5. How would you rate our overall service for hospitality? _____
6. How would you rate your overall experience? _____

Comments: (Please suggest any additional service that would have been helpful with your transaction or that would be helpful to you in the future)



Monica Salinas <monica.salinas@co.hidalgo.tx.us>

RE: 1920 S. E. Industrial Blvd.

1 message

Marilyn De Luna <DeLunaM@valleylandtitleco.com>

Tue, Jan 10, 2023 at 1:58 PM

To: "monica.salinas@co.hidalgo.tx.us" <monica.salinas@co.hidalgo.tx.us>, "letty.chavez@auditor.co.hidalgo.tx.us" <letty.chavez@auditor.co.hidalgo.tx.us>

Cc: David Guerra <rdavidguerra@outlook.com>, Sandra Hamann <HamannS@valleylandtitleco.com>, Marilyn De Luna <DeLunaM@valleylandtitleco.com>

Good afternoon,

I was forwarded the emails below, along with the attached forms to complete, for a property that Hidalgo County, Texas is in the process of purchasing at 1920 S. E. Industrial Blvd.

for buyer's funds to close/wire.

Attached please find one of the forms requested. If I remember correctly, the County has closed several transactions with Valley Land Title Co.

and we may already have a vendor number associated with our account, however, I do not have that information to complete on the attached

form.

Please note that I did not submit the Financial Institution Verification form for ACH payment, as we are not able to accept ACH deposits into our Escrow Account.

Please let me know if you need anything further.

Thank you,



Genoveva Gonzalez <genoveva.gonzalez@auditor.co.hidalgo.tx.us>

Fwd: 1920 S. E. Industrial Blvd.

3 messages

Reynaldo Cantu <reynaldo.cantu@auditor.co.hidalgo.tx.us>

Thu, Jan 12, 2023 at 2:38 PM

To: Zoraida Escamilla <zoraida.escamilla@auditor.co.hidalgo.tx.us>

Cc: Genoveva Gonzalez <genoveva.gonzalez@auditor.co.hidalgo.tx.us>, Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>, Letty Chavez <letty.chavez@auditor.co.hidalgo.tx.us>

Zoraida,

As previously discussed, please reach out to Jesus for Genny's temporary ability to override the following account for the payment going out on the 17th. The account has already been created by financial accounting.

3-1100-419-40-125-041-0-730 FACILITIES MGMT-1920 INDUSTRIAL DR-BLDG

Reynaldo Cantu III, MACC

Director of Audit Division

Hidalgo County Auditor's Office

2808 South Business Highway 281, Edinburg, Texas 78539

Phone: (956) 318-2511 ext. 4654

Fax: (956) 318-2577

Email: reynaldo.cantu@auditor.co.hidalgo.tx.us

----- Forwarded message -----

From: **Letty Chavez** <letty.chavez@auditor.co.hidalgo.tx.us>

Date: Thu, Jan 12, 2023 at 8:52 AM

Subject: Fwd: 1920 S. E. Industrial Blvd.

To: Reynaldo Cantu <reynaldo.cantu@auditor.co.hidalgo.tx.us>

Letty Chavez

First Assistant Auditor

Hidalgo County Auditor's Office

956-318-2511 ext. 4651

CONFIDENTIALITY NOTICE

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
LITA L. LEO

Receipt No: 277197

Received From: EXECUTIVE OFFICE - VALLEY LAND TITLE CO

Date: 01/19/23

| | | | |
|---|--------|--|--------|
| 1 | 221925 | RFND-OVRG CLOSING CST DEERWOOD INDST DR 3-1100-415-00-115-002-0-730 | 259.83 |
|---|--------|--|--------|

Total: 259.83

Check Total 259.83

Cash Total .00

Credit Total .00

Other Total .00



Genoveva Gonzalez <genoveva.gonzalez@auditor.co.hidalgo.tx.us>

Fwd: RECEIPT - EXECUTIVE OFFICE

3 messages

Joseph Jackson <joseph.jackson@co.hidalgo.tx.us>
To: Genoveva Gonzalez <genoveva.gonzalez@auditor.co.hidalgo.tx.us>

Wed, Mar 8, 2023 at 11:44 AM

Joseph B. Jackson
Hidalgo County Treasurer's Office
2810 South Business Hwy 281
Edinburg, Texas 78539-6243
956-318-2506 EXT 4803

----- Forwarded message -----

From: **Joseph Jackson** <joseph.jackson@co.hidalgo.tx.us>
Date: Fri, Jan 20, 2023 at 10:17 AM
Subject: RECEIPT - EXECUTIVE OFFICE
To: Monica Salinas <monica.salinas@co.hidalgo.tx.us>

Good Morning Miss Monica

Attached is a receipt for you

Have a good day and weekend

Thank You

Joseph B. Jackson
Hidalgo County Treasurer's Office
2810 South Business Hwy 281
Edinburg, Texas 78539-6243
956-318-2506 EXT 4803

 **RECEIPT - EXECUTIVE OFFICE.pdf**
138K

Joseph Jackson <joseph.jackson@co.hidalgo.tx.us>
To: Genoveva Gonzalez <genoveva.gonzalez@auditor.co.hidalgo.tx.us>

Wed, Mar 8, 2023 at 11:45 AM

Joseph B. Jackson
Hidalgo County Treasurer's Office
2810 South Business Hwy 281
Edinburg, Texas 78539-6243
956-318-2506 EXT 4803

----- Forwarded message -----

From: **Joseph Jackson** <joseph.jackson@co.hidalgo.tx.us>
Date: Fri, Jan 20, 2023 at 10:45 AM

Subject: Re: RECEIPT - EXECUTIVE OFFICE
To: Angelica Tapia <angelica.tapia@co.hidalgo.tx.us>

Here you go.

Thank you

Joseph B. Jackson
Hidalgo County Treasurer's Office
2810 South Business Hwy 281
Edinburg, Texas 78539-6243
956-318-2506 EXT 4803

On Fri, Jan 20, 2023 at 10:37 AM Angelica Tapia <angelica.tapia@co.hidalgo.tx.us> wrote:

Good Morning Joseph,

May I please have the backup that was submitted for this receipt (277197 1/19/23)?


Thank You,
ANGÉLICA

----- Forwarded message -----
From: **Monica Salinas** <monica.salinas@co.hidalgo.tx.us>
Date: Fri, Jan 20, 2023 at 10:32 AM
Subject: Fwd: RECEIPT - EXECUTIVE OFFICE
To: tapia, angelica <angelica.tapia@co.hidalgo.tx.us>

Hi Angelica,
Here you go.

Respectfully,
Monica Salinas, Court Administrator
Hidalgo County Executive Office
505 S. McColl Rd., 2nd floor
Edinburg, Texas 78539
(956)292-7655 ext. 5602

[Quoted text hidden]

 Pages from _01-19-2023.pdf
206K

Genoveva Gonzalez <genoveva.gonzalez@auditor.co.hidalgo.tx.us>
To: Joseph Jackson <joseph.jackson@co.hidalgo.tx.us>

Wed, Mar 8, 2023 at 11:46 AM

Tk'ul!

Genoveva "Genny" Gonzalez

Hidalgo County Auditor's Office

3/8/23, 1:49 PM

COUNTY OF HIDALGO, TEXAS Mail - Fwd: RECEIPT - EXECUTIVE OFFICE

2808 S. Bus. Hwy. 281

Edinburg, TX. 78539

(956) 318-2511 x.4626



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