

VG-1092-2025-20114

**Cameron County
Sylvia Garza-Perez
Cameron County Clerk**

Instrument Number: 2025-20114

Real Property Recordings

Recorded On: June 11, 2025 01:28 PM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$55.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

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

File Information:

Document Number: 20114
Receipt Number: 20250611000105
Recorded Date/Time: June 11, 2025 01:28 PM
User: Michael P
Station: CC-23-6172

Record and Return To:

SNT RGV, LLC
PO BOX 610
MCALLEN TX 78505



STATE OF TEXAS

Cameron County

**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 Cameron County, Texas**

Sylvia Garza-Perez
Cameron County Clerk
Cameron County, TX

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FLORIDA ESTATES SUBDIVISION SECTION II
(Lots 17 through 32, Block 5)

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CAMERON

This Declaration of Covenants, Conditions and Restrictions (this "Declaration") is made on June 2, 2025 by SNT RGV, LLC, a Texas limited liability company ("Declarant"), whose mailing address is P.O. Box 610, McAllen, Texas 78505.

RECITALS

1. Declarant is the owner of all that certain real property (the "Property") located in Cameron County, Texas, described as follows:

Lots 17 through 32, Block 5, Florida Estates Subdivision Section II, an addition to the City of Brownsville, Cameron County, Texas, according to the Map thereof recorded as Document Numbers 2025-5105, 2025-5106 and 2025-5107, Map Records of Cameron County, Texas.

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, in furtherance of this general development plan.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions:

ARTICLE ONE
DEFINITIONS

1.01. "Developer" means Declarant and its successors and assigns.

1.02. "Lot" means any of any of Lots 17 through 32, Block 5, Florida Estates Subdivision Section II, an addition to the City of Brownsville, Cameron County, Texas, according to the Map thereof recorded as Document Numbers 2025-5105, 2025-5106 and 2025-5107, Map Records of Cameron County, Texas (the "Map").

1.03. "Owner" means the Lot record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property. "Owner" includes contract sellers, but excludes persons having only a security interest.

ARTICLE TWO USE RESTRICTIONS

Residential Use

2.01. All Lots shall be used for duplex residential purposes only, subject to the restrictions contained herein.

Types of Buildings Permitted

2.02. No building shall be erected, altered or permitted on any Lot other than one detached multi-family duplex dwelling, not to exceed two stories in height, and related structures. Private garages may not accommodate more than two cars (each duplex may have a two car garage for each side).

Minimum Floor Area and Exterior Walls

2.03. Any residential duplex constructed on a Lot must have a ground floor area of not less than 800 square feet on each side of such duplex, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. All construction must be of new materials and all residences must be placed on cement slabs. No mobile homes or manufactured homes are permitted on any Lot. All structures constructed on the Property shall be constructed of block, brick, brick veneer, fiber cement siding (hardiplank), or masonry. All construction must be of new materials.

Set Backs

2.04. All Structures shall be located upon the Lot and must comply with all setbacks as required by the City of Brownsville, Texas and the Map.

Parking

2.05. Owners must comply with all requirements of the City of Brownsville for off-street parking, and each side of a duplex must contain a minimum of two (2) parking spaces for off-street parking located within the Lot. All setbacks, off-street parking and sidewalk requirements must also comply with applicable city, state and county requirements. No Lot may be used as a parking lot.

Fences

2.06. On corner Lots, no fence or shrubbery shall be placed in a manner that obstructs the view of the intersection. All fencing and shrubbery shall comply with all requirements as outlined in city, county or state ordinances, laws, etc.

Noxious or Offensive Activities Prohibited

2.07. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance to the neighborhood.

Prohibited Residential Uses

2.08. No trailers, mobile homes, motor homes, basements, tents, shacks, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs

2.09. No signs of any type shall be allowed on any Lot except one sign of not more than five feet square advertising the property for sale or rent. However, Developer shall have the right to construct and maintain signs advertising the construction and sale of Lots regardless of the size of the sign.

Oil Development and Mining Prohibited

2.10. No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained or permitted on any Lot.

Rubbish, Trash, and Garbage

2.11. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.

Animals

2.12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

Trucks, Buses, and Trailers

2.13. No truck or bus (except a passenger van or pickup truck for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a structure or structures are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van or pickup truck for personal use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such a manner as to be visible from the street. No disabled trucks or cars may be stored in the street or on any portion of any Lot. Vehicles larger than a three-quarter (3/4) ton pick-up shall not be allowed to be parked within the subdivision.

Appliances

2.14. No household appliances, including refrigerators, clothes washers, clothes dryers, dishwashers, freezers, or other household appliances, may be installed, stored, or placed on any Lot in such a manner as to be visible from the street.

Prohibited Activities

2.15. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

Resubdivision or Consolidation

2.16. No Lot shall be resubdivided or split except as follows. Any person owning two or more adjoining Lots may subdivide or consolidate those Lots into building sites, with the privilege of constructing improvements, as permitted by this Declaration, on each resulting building site, provided that such subdivision or consolidation does not result in any building site having a front Lot line of less than what is shown on the plat and providing that same is approved by the City of Brownsville.

Upkeep of Property

2.17. Grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals and trees, shrubs, vines and other plants which die, shall be promptly removed there from so as to keep each Lot neat and attractive in appearance. Failure of a Lot Owner to keep his Lot neat and attractive in appearance as above specified prior to his construction of a residence thereon, shall give Declarant the right, at its option, to enter such Lot and to perform any maintenance and upkeep and will result in a charge against such Lot and shall be paid to Declarant by the Owner of such Lot upon demand. Mowing charges assessed by the city, county or state against any Lot shall be paid by Lot Owner.

ARTICLE THREE EASEMENTS

Reservations of Easements

3.01. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No shrubbery, fence or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be had at all times over any dedicated easement and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed on such easement which would constitute interference with the uses, maintenance, operation or installation of such utility. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

ARTICLE FOUR GENERAL PROVISIONS

Enforcement

4.01. The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

4.02. Invalidation of any provision of this Declaration by judgment or court order shall in no way effect any other provision and all other provisions shall remain in full force and effect.

Covenants Running With the Land

4.03 These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment

4.04. The Covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, and unless amended, as provided herein, shall be effective for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the Declarant, without the joinder and consent of any person or entity, at any time prior to the date Declarant sells its last Lot in the Property, by Declarant recording an instrument executed and acknowledged by the Declarant representing that Declarant, at the time of recording the amendment, owned at least one (1) Lot comprising the Property. The covenants, conditions and restrictions of this declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than 67 percent of the Lot Owners. During any succeeding ten (10) year period, the covenants, conditions and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 67 percent of the Lot Owners. No amendment shall be effective until recorded in the Official Records of Cameron County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Attorneys' Fees

4.05. If any controversy, claim, or dispute arises relating to this Declaration, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Liberal interpretation

4.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

Notice


4.07. Any notice required or permitted by this Declaration to be given to an Owner may be given by mail, or delivered in person, against a receipt therefor. If mailed, a notice is deemed delivered when deposited in the mail, with postage prepaid, addressed to the person at his or her address as it appears in the instrument conveying to Owner such Owner's Lot. If delivered, a notice is deemed delivered when received.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Conditions and Restrictions effective as of June 2, 2025.

DECLARANT:

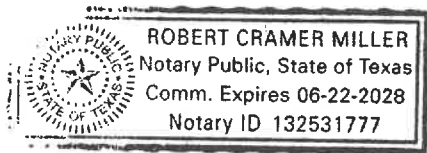
SNT RGV, LLC,
a Texas limited liability company


By: 
Alter Holand
Manager of SNT RGV, LLC

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

Before me, Robert Cramer Miller, a notary public in and for the State of Texas, on this day personally appeared Alter Holand, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as a manager of SNT RGV, LLC, a Texas limited liability company, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2nd day of June, 2025.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

SNT RGV, LLC
P. O. Box 610
McAllen, Texas 78505



FILED FOR RECORD
AT 1:28 O'CLOCK P.M.

JUN 11 2025

SYLVIA GARZA-PEREZ
CAMERON COUNTY CLERK
DOC No. 2025-20114
By [Signature] Deputy