

S McColl Rd & E Dicker Rd, McAllen, TX 78501

LAND FOR SALE



For more property information and site tours, please contact:

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NAI Rio Grande
Valley
COMMERCIAL REAL ESTATE SERVICES, WORLDWIDE

PROPERTY OVERVIEW

Great development potential. Located in a rapidly growing area in Hidalgo with proximity to Hidalgo International Bridge, Pharr Bridge, and Anzalduas Bridge. Includes proximity to McAllen Foreign Trade Zone, Interstate 2 and I-69. Property is at South East Corner of Dicker Rd and McColl Rd (Next to Valley View Early College.)



KEY FEATURES

- Prime corner at Thomas Rd and McColl Rd
- Proximity to Jackson Rd, Military Hwy, US Hwy 281 and International Bridges (Pharr Bridge, Hidalgo and Anzalduas Bridge)
- Located in a rapid growing area

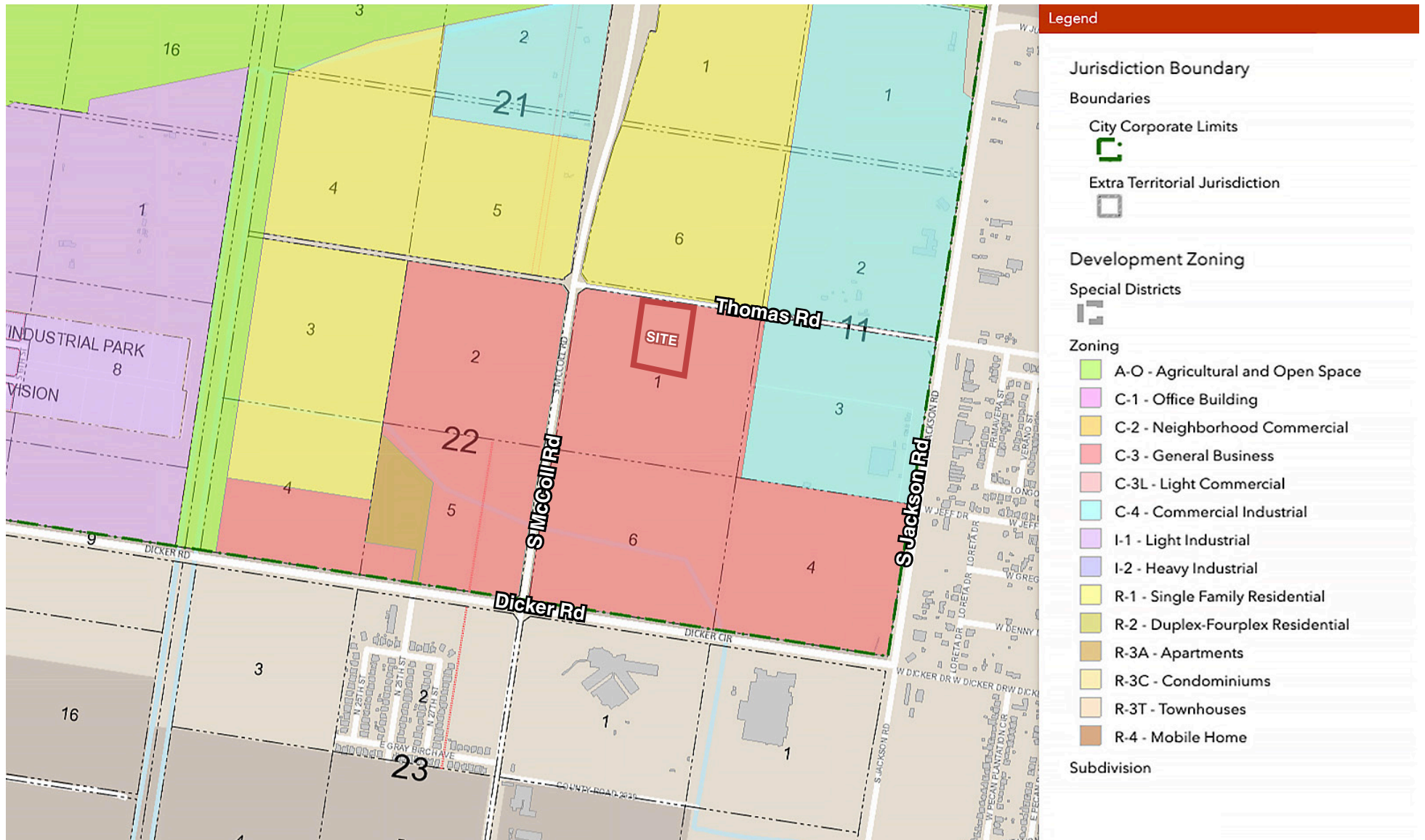
Lot Size: ±4.73 AC

Zoning: C-3 General Business

Opportunity Zone: Yes

OFFERING SUMMARY

Sale Price:	\$799,000
Base Taxes:	\$382.79
Rollback Taxes:	\$53,836.95



Legend

Jurisdiction Boundary

Boundaries

City Corporate Limits



Extra Territorial Jurisdiction



Development Zoning

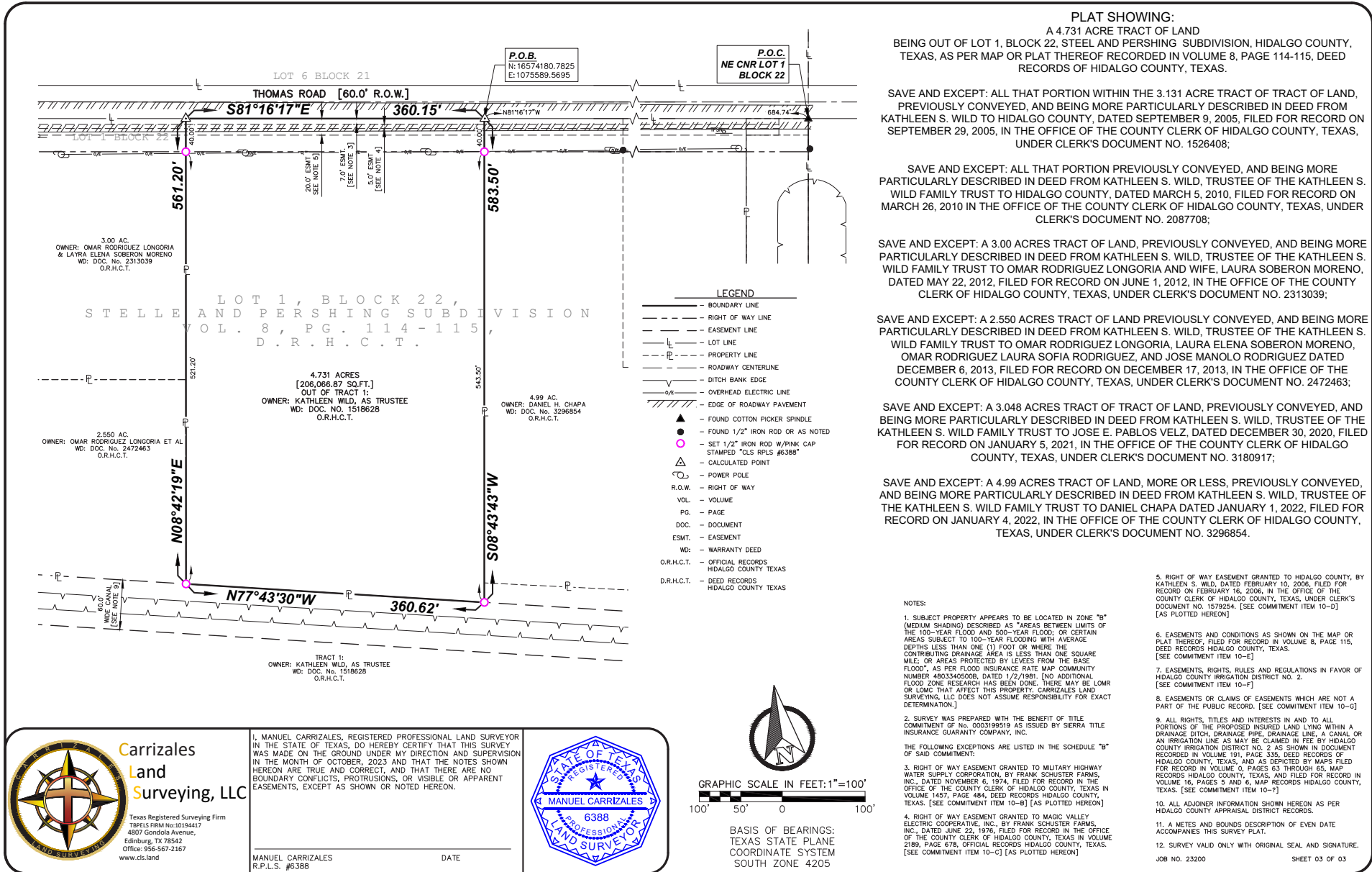
Special Districts



Zoning

- A-O - Agricultural and Open Space
- C-1 - Office Building
- C-2 - Neighborhood Commercial
- C-3 - General Business
- C-3L - Light Commercial
- C-4 - Commercial Industrial
- I-1 - Light Industrial
- I-2 - Heavy Industrial
- R-1 - Single Family Residential
- R-2 - Duplex-Fourplex Residential
- R-3A - Apartments
- R-3C - Condominiums
- R-3T - Townhouses
- R-4 - Mobile Home

Subdivision



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



70 2011 02194003

Instrument Number: 2011-2194003

Recorded On: April 01, 2011

As
Recording

Billable Pages: 23
Number of Pages: 24

Parties:
To

Comment: RESTRICTIONS COMM PROP

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

Recording	104.00
Total Recording:	104.00

***** 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: 2011-2194003
Receipt Number: 1187539
Recorded Date/Time: April 01, 2011 12:42P

Record and Return To:

GLORIA LLC
4409 MOUNT VERNON
HOUSTON TX 77006

User / Station: I Hidalgo - Cash Station 04



**STATE OF TEXAS
COUNTY OF HIDALGO**

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF MULTI-
USE COMMERCIAL PROPERTY OF
GLORIA VISTA
HIDALGO COUNTY, TEXAS**

2194003

COME NOW Gloria Vista L. P., owners of the real property (hereafter Property) described in Exhibit I attached hereto and incorporated herein for all purposes, and files this declaration of Covenants, Conditions, and Restrictions to the Property, and

WHEREAS, Gloria Vista L. P. desires to establish certain conditions concerning the future use of the Property which (i) will preserve long-term continuity of design and architectural character, (ii) will require aesthetic conformity, (iii) will ensure the existence and maintenance of the landscaping and vegetation located on the Property, and (iv) will contribute to the maintenance of property values of the various lots contained within the Property.

NOW THEREFORE Gloria Vista L. P. does hereby declare that the Covenants, Conditions, and Restrictions hereafter set out shall be, and the same are hereby made applicable to the Property, to wit:

ARTICLE 1. DEFINITIONS

Section 1.1 "Architectural Review Committee" shall mean the committee, which is created herein to provide for architectural control and design within the Property and to have and exercise such other powers and duties as are more specifically set forth herein.

Section 1.2 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions.

Section 1.3 "Declarant" shall mean to refer to Gloria Vista, L. P. and their respective successors and assigns. No person or entity purchasing the Property or any part thereof from Gloria Vista L. P. in the ordinary course of business shall be considered as Declarant without prior written authorization from the Declarant.

Section 1.4 "Property" shall mean and refer to all existing real property, referred to herein as Gloria Vista and as described on Exhibit "A" attached hereto and made a part hereof for all purposes, and as described on the Plat thereof as recorded in the Map Records of Hidalgo County, Texas, including any and all improvements thereon, and any additions of real property, as are subject to this Declaration.

Section 1.5 "Tract" or "parcel" shall mean subdivided improved or unimproved land within the Property developed, or to be developed, for multi-use, residential, or commercial/retail use.

Section 1.6 "Improvement" shall mean and include all buildings and roofed structures, landscaped areas, parking areas, loading areas, statues, fences, wall, poles, driveways, ponds, signs, changes in any exterior color or shape, glazing, or street, drainage, utilities, roads, alley paths, and any new construction or exterior improvements significantly altering the appearance may be included in any of the foregoing. It does not include public streets.

Section 1.7 "Common Facilities" shall mean such parking areas, driveways, aisles, sidewalks, curbs, delivery passages, lighting areas, lighting facilities, enclosed and unenclosed malls, planters, landscaped areas and such other common and service areas and facilities situated on the Property or any tract therein as are designated from time by time by either Declarant for use by the owners and all the tenants of the Property, provided, however, that at the time of such declaration, that Declarant is the owner of the tract in question.

ARTICLE 2. PROPERTY

Section 2.1 Property Subject to Declaration. The real property covered by this Declaration shall be the Property designated as Parcels C1-A, C-1B, C2, C2-A, C2-B, C3, C4-A, C4-B, C5, C6, C7, C8, C-10, B1, B2, B3, B3-B, B4, B5, B6, B7, and Tract 3 and Tract 4 as shown in Exhibit "A". The Property and any right, title, or interest therein shall be owned, held, transferred, leased, sold, conveyed, and occupied by Declarant and any subsequent owner, lessee, or occupant of all or any part thereof, subject to this Declaration and the covenants, conditions, restrictions, easements, liens, and charges herein set forth.

Section 2.2 The Property. All designated Tracts or Parcels in Article 2, section 2.1 as part of the real property described in Exhibit "A," shall be the Property and shall be subject to the Covenants contained herein. No re-platting or re-subdivision of any tract or parcel shall be permitted without prior written authorization from the Architectural Review Committee.

Section 2.3 The Master Plan. The development of all parcels of the Property shall conform to the Master Plan shown in Exhibit "A" All improvements shall be submitted to the Architectural Review Committee for approval.

ARTICLE 3. PROTECTIVE COVENANTS AND USE RESTRICTIONS

Section 3.1 Covenants Applicable to the Property. The following covenants and restrictions contained within this Article 3 shall be applicable to any and all

construction, improvements, maintenance, use, alterations, or additions to the Property. The following covenants and restrictions contained within this Article 3 shall be applicable to any and all construction, improvements, maintenance, use, alterations, or additions to the Property. It is the intent and express declaration of Declarant that all of the covenants, conditions, restrictions, easements, liens, and charges herein set forth shall be covenants, conditions, restrictions, easements, liens and charges which run with the land. Included herein are the Gloria Vista design standards and guidelines, which are to be enforced as covenants and restrictions in accordance with the stipulations of this declaration.

GLORIA VISTA DESIGN STANDARDS AND GUIDELINES

I. Introduction

The intent of the Gloria Vista Guidelines is to facilitate the development of a unique mixed use in the area where McColl & 3072 intersect in the ETJ of the City Hidalgo and McAllen, Texas. The means by which this is to happen is through the collaborative implementation of a carefully developed Master Plan for tracts of land occupying the four quadrants around the intersection of McColl and 3072 and as shown in Exhibit A.

There are two (2) land use designations included in these CCR's; Business Park and Multi-Use Commercial/Retail. Portions of these designated tracts may include housing. The Multi-Use Commercial/Retail property that occurs along McColl and 3072 is to be a Town Center Development surrounding the intersection.

The Business Park occupies a lineal strip between Thomas Road on the North and a landscaped irrigation canal to the South. (Tracts B1, B2, B3, B3-B, B-4, B-5, B-6, B-7)

The Plan developed by Gloria Vista L. P. has been designed with the intent of balancing the requirements of commercial and residential tracts in a harmonious manner.

In general the design concept for the Town Center is to provide an environment that sympathetically accommodates both pedestrian and automobile traffic.

The concept for the Town Center is to provide an atmosphere and environment for individual diversity of design within a regulating scheme of standards designed for continuity.

The broad goals of the Town Center are as follows:

1. To preserve the land values of the surrounding Community.
2. To enhance the values of the land to be developed in the Town Center.
3. To create a sense of a Town Center for Gloria Vista through the development of a cohesive and distinctive sense of place.

4. To construct unique hardscape and softscape elements within and along the rights-of-way and landscape preserves which will establish and reinforce a sense of high value as a foreground for private development.
5. To guide proposed development within the Town Center towards achieving these goals by adopting certain design standards, which reinforce the above objectives.

These guidelines have been developed to provide a general plan for development of Gloria Vista. They may be modified or varied from time to time and from site to site, as particular circumstances require.

II. Site Design Guidelines

A) All paving plans and patterns shall be approved by the Architectural Committee.

B) Parking & Paving

- 1) Plans. All plans and specifications submitted to the Architectural Review Committee shall include specific information as to construction materials, construction methods to be used, landscaping diagrams of the number, type and configuration of parking spaces necessary to show conformity with the standards described herein.
- 2) Parking Spaces Required – Parking requirement shall conform to the City of Hidalgo and/or McAllen ordinances.
- 3) Paving – Off street parking areas and driveways shall consist of asphalt, concrete or architectural pavers. Sidewalks, courtyards, sidewalk cafes, serving areas, or plazas shall be of concrete or architectural pavers.

A minimum of 10 % of all pavings in commercial areas must be of architectural pavers that match the color and quality of "Pavestone" terra cotta light brown.

C) Landscaping, walks and fences.

- (1) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain in any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty-five (35) feet from the intersection of the street lines extended. The same sight line limitations shall

apply on any lot within thirty-five (35) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

- (2) The Owners of the parcels shall be responsible for the maintenance of parkways located between their property lines and the streets on which said parcels face. The Owners thereof shall likewise maintain the exterior of all structures on their lots and their yards, hedges, plants and shrubs in a neat and trim condition at all times.
- (3) Landscape Plans shall include and emphasize plant materials, which are native and indigenous to the Hidalgo area.
- (4) Street trees shall be provided in a quantity equivalent to one (1) tree per each 50-foot segment of right-of-way frontage, or part thereof. Street trees shall be those trees planted between the back of street curbs and the parking lot curb.
- (5) Commercial Parking Lot Landscaping shall be provided as follows.

Provide 180 square feet of landscaped area per twenty parking spaces not bordering the edge of the parking lot. Said landscaped area shall include at least one (1) tree and turf. The use of ground cover shrubs and vines and/or architectural paving is encouraged.

- (6) Automatic irrigation systems shall be required to service all of the landscaped areas for each commercial property. Such irrigation systems shall be maintained and fully operable at all times. Each Owner shall submit landscape and irrigation plans for review and approval by the Architectural review committee.

D) Architectural Standards

The following design standards are intended to assure a comprehensive yet diverse architectural character for Gloria Vista.

- a) In general the following sets forth the color and material palate for Gloria Vista.

Exterior Walls Brick "Reynosa" brick made from indigenous clays.

Stucco Equal to the color ranges listed herein (Sherwin Williams colors).

- 1. SW 6679 "Full Moon"
- 2. SW 6672 "Morning Sun"
- 3. SW 6881 "Cayenne"
- 4. SW 6891 "Mandarin"
- 5. SW 6449 "Topiary Tint"
- 6. SW 6204 "Sea Salt"

- Trim
 - 1. SW 6070 "White"
 - 2. SW 4063 (Robotic Blue)

- Stone
 - a) Limestone
 - b) Adequine
 - c) Conterra
 - d) Cast Stone

Iron posts – color: bright metal, Black or Hunter Green.

b) Windows, doors and glazing

Aluminum Frames shall be clear aluminum, bronze, white, Hunter green, or burgundy in color. Wood frames are allowed in natural wood finish or paint finish to complement exterior wall colors. White fiberglass frames are allowed. Glazing shall be clear. Tinted glass is subject to approval by architectural committee.

No mirrored panes or reflective glass shall be used in any windows without the prior written approval of the Architectural Review Committee. Glass shall not constitute more than 50% of the exterior wall area without prior written approval of the Architectural Review Committee.

c) Roofing

Roofing materials shall consist of one of the following

Commercial:

- (a) Standing seam metal.
- (b) Terra Cotta Tile - Color "Mission"
- (c) Metal Roofing shaped to resemble terra cotta tile.
- (d) Flat built-up roofing, when used with a parapet.

(d) Balconies and Porches

Posts and railings shall be iron, or aluminum to appear as iron, and wood. Rail Pattern shall be predominately vertical and color finishes in bronze, black, rustic red or natural wood finish.

Section 3.3 Permanent Signs. All signs must be submitted to the Architectural Review Committee for approval and then to the County of Hidalgo for permit.

(a) Retail Facilities:

The following sign criteria apply to all multi-tenant retail establishments located in the Gloria Vista Project. Sign criteria are divided into the following basic parts: identifiers for an entire shopping center development, tenant signs directed toward road traffic, and tenant signs oriented toward pedestrians.

All sign designs are subject to review by the Architectural Review Committee. Detailed plans and specifications of any sign must be submitted for review prior to installation. All signs must be fabricated in compliance with applicable Building Code.

(b) Project Pylons:

Pylons are to be approved by the Architectural Review Committee.

(c) Acceptable Sign Types:

The following sign types are acceptable.

- (1) Wall-mounted neon with or without painted background of letters described by contour of letters or logo.
- (2) Box or flat signs hung within arcades.
- (3) Print on awnings.
- (4) Special effects utilizing color changes or fiber optics.

(d) Wall-Mounted Sign:

The sign message will be limited to the name of the establishment and may contain a decorative symbol or logo. Additional advertising messages are not permitted. Refer to Exhibit D "Sign Placement."

R.A.W.

Sign dimensions will be a maximum height of 24 inches and a maximum width of 60 percent of the wall on which the sign is mounted. In no case may the sign extend above the roofline of the building.

Increased letter height may be considered on a case-by-case basis when location of the sign is an excessive distance from the adjoining street. Additionally, special consideration may be given for signs on single tenant buildings which are larger than 10,000 square feet. For both cases, the total sign to building area relationship will be evaluated by the Architectural Review Committee to ensure adequate, yet tasteful identification exposure.

If illumination is desired, the signs should either be internally illuminated, backlit, or other approved methods.

All ballasts, wiring, transformers, starters, and other necessary equipment will be concealed. Electrical raceways for lighting letters will be considered on a case-by-case basis. Iridescent, phosphorescent, and day-glow signs are not allowed.

(e) Tenant signs:

The choice of type style for sign letters may vary to satisfy tenant logotype requirements.

Tenant signs may normally have one line of copy. Two lines will be allowed if a store name cannot fit within the specified width. The sign width may not exceed 70 percent of the width of the tenant storefront exposure. Placement of logotype signage, which varies from the established fascia color of the shopping center, may be considered on a case-by-case basis for retailers occupying more than 10,000 square feet. In all cases, the color of the logotype sign must be reasonably compatible with the established color for the center and with any sign colors of other tenants. Colors will not be permitted when judged by the Architectural Review Committee to be in extreme conflict with the center or other tenant signs.

The maximum letter height is 24 inches for a one-line name, and 36 inches for a two-line name including a 6-inch space between the two lines. In no case may the sign extend above the roofline of the building. Increased letter height may be considered on a case-by-case basis when location of the sign is an excessive distance from the adjoining street. Additionally, special consideration may be given for signs of retailers who occupy more than 10,000 square feet. In either case, the total sign to building area relationship will be evaluated by the Architectural Review Committee to ensure adequate, yet tasteful identification exposure.

All wiring, transformers, ballasts, starters, raceways, ballast boxes, and other necessary equipment shall be concealed. The Architectural Review Committee on a case-by-case basis will consider electrical raceways for the lighting of letters.

(f) Wall-Mounted Address Sign:

The wall-mounted address sign conveys the building address numeral only. The sign construction is either a bas-relief out of raised architectural material or backlit channel pin-mounted numerals in a dark earth-tone color. The numerals may be no larger than 24 inches in height and may not be installed above the first floor of the building. The Architectural Review Committee will consider other construction if the building is of a very dark color.

(g) Entrance and Exit Markers:

If desired, these markers are constructed of aluminum with a color in the medium range on the background and white lettering. The sign face will be no larger than four square feet. The typestyle will be "Helvetica-Medium."

(h) Office Building Tenant Information:

Building directories will be located inside the lobby of the office structure. An exception to this rule is the small professional office building, which is allowed a ground-mounted exterior directory adjacent to the parking area.

(i) Hotels:

The following sign guidelines apply to all hotels. Sign criteria are presented for the following sign types: Street identification and building identification.

All signs are subject to review by the Architectural Review Committee. Detailed plans and specifications of any sign must be submitted for review prior to installation. All signs must be fabricated in compliance with the Building Code whichever governs Hidalgo County, McAllen or Hidalgo

1. Street identification – These signs convey the name of the hotel to the motoring public.
 - (a) Form – Street identification sign will be located on Project pylon and Building marquee.

- (b) Layout – The message elements allowable on the sign shall be the name of the hotel, the logo of the hotel, and the street address of the hotel.
- (c) Color – The colors of the sign may vary and will generally reflect the colors of the hotel’s graphics program.
- (d) Typography – Typography for the message content may vary, but care should be taken to ensure legibility. Typography will generally reflect the established graphics program of the hotel.
- (e) Illumination – Street identification signs may be interior illuminated, ground-lit, or halo-lit typography and graphics. Any sign which is interior illuminated should have an opaque field with only the type and graphics translucent. Fixtures for ground-lit signs should be screened from public.

(j) Directional Signage:

Each hotel will be allowed directional mounted signs. Parking identification signs will be placed adjacent to the main vehicular entry.

(k) Light Standards:

The building developer must install attractive and efficient light fixtures which adequately light his property and avoid light spillover onto adjacent properties or roadways.

(l) Parking Lot Fixtures:

The light fixture luminaries will be of a basic ‘black box’ design mounted on a metal pole. The fixtures should be of a dark bronze color and have an illumination source which is the most energy efficient available. The fixture should be a KIM lighting EKG series fixture or the equivalent. Colors elicited from the light fixture should be consistent with surrounding sources and within a harmonious level of illumination.

Parking lots should be illuminated to a minimum of 1-2 foot candles.

- (1) Street lights shall be “LUMEC” Candela 1 or Candela 2 or approved equal (12’ ht.) with wattage and color temperature requirements subject to approval by the Architectural Review Committee. All lighting attached to Buildings shall be “LUMEC” Candela 1 configuration M. Lighting standards and brackets shall be black, hunter green or rustic red.

- (2) Security lights shall be subject to the approval by the Architectural Review Committee.
 - (3) No exterior light or light fixture shall be installed or maintained on any lot by an Owner without such Owner first securing the approval of the Architectural Review Committee or if such light or light fixture is found to be objectionable by the Architectural Review Committee. Upon being given written notice by the Architectural Review Committee that any exterior light or light fixture is objectionable, the owner of the lot on which the same is located will immediately remove said light or light fixture or have it shielded in such a way that it is no longer objectionable.
- (m) Free-standing canopies shall conform to guidelines shown in EXHIBIT H.
- (n) General Construction Requirements
- (1) No exterior alterations of any existing building may be permitted without the prior written approval of the Architectural Review Committee.
 - (2) Once commenced, construction shall be diligently pursued to the end that it may not be left in a partially finished condition any longer than absolutely necessary, such standard to be defined by the Architectural Review Committee. All structures shall be completed within 12 months of commencement, unless approved otherwise by the Architectural Review Committee.
 - (3) Exterior building material and colors must be approved by the Architectural Review Committee. In addition, the exterior improvements shall conform to the following:
 - (a) Architectural styles and details shall be preapproved by the Architectural Review Committee.
 - (b) Brick exterior walls must be of hard-fired face brick, or native stone masonry.
 - (c) Must obtain written approval of the Architectural Review Committee for stucco or Shur-wall type stucco exterior walls.
 - (d) No mirrored panes or reflective glass shall be used in any windows, without the prior written approval of the Architectural Review Committee.

- (e) Garages, storage sheds, and all other outbuildings are to be given an architectural treatment compatible with the materials of the main structure.
- (f) There shall be incorporated into any and all structures a smoke detection system designed and installed according to guidelines established and enforced by the County of Hidalgo, Texas.
- (g) All utilities shall be placed underground. All electric, telephone and all other utility lines from buildings to the main power line serving the property must be installed underground. No power lines, telephone lines, TV cable or any other type of overhead lines or wires shall be permitted in the Property or the Subdivision.
- (h) No antennas may be utilized or installed for any commercial purpose. No antenna, tower, or satellite dish shall be erected or affixed to any structure. A small (15" Diameter) satellite dish may be installed, but only with prior written authorization from the Architectural Review committee.

Section 3.5 Use Restrictions

A. Use limitations

- (1) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance, dangerous, or a nuisance to the adjacent landowners, restricted uses include, but not limited to, uses that cause noxious odors, sexually explicit/oriented businesses, used auto parts (junk yard) , businesses or which the Architectural Review Committee may deem undesirable.
- (2) No structure of a temporary character, recreational vehicle, mobile home, trailer, boat trailer, basement, tent shack, garage, barn, animal kennel or other outbuilding shall be used on any tract except as permitted by the Architectural Review Committee.
- (3) All garbage and trash shall be kept in sanitary containers full enclosed by a walled structure. All sanitary containers shall be shielded by a structure whose design is pre-approved by the Architectural Review Committee. Temporary construction trailers shall be exempt from this requirement during the construction period.

- (4) No truck, trailer, mobile home, or vehicle other than a passenger automobile and pick-up truck, shall be permitted to park on the streets, in the driveways, or on any tract overnight.
- (5) In those Tracts which are built and utilized for residential purposes, no manufacturing trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted or carried on upon any such lot or any part thereof, or in any such residential buildings or other structure erected thereon, without prior written authorization by the Architectural Review Committee.
- (6) The use of any driveway, private or public street, or parking area that may be in front of, adjacent to, or part of any lot as a habitual parking place for commercial truck, commercial trailers, or other commercial vehicles is prohibited. The term 'commercial vehicle' shall include all automobiles, trucks and vehicular equipment, as well as station wagons, which shall bear signs or shall have printed on the sides of same reference to any commercial undertaking or enterprise.

Section 3.6 Private Easements

- (1) The private easements which are reflected on the Plat of the Property are reserved for the use and benefit of each of the Declarants, their successors and assigns and for the use and benefit of the other Lots within the Property (at the discretion of Declarants) and the use of such easements include, but are not limited to the following: storm water detention, water detention ponds, drainage and storm sewers, swales, roads and driveways, walking/jogging/bicycle path, underground electric utility, sanitary sewer system, underground gas system, potable water system, telephone system and all other utility or common use systems.

ARTICLE 4 ARCHITECTURAL REVIEW COMMITTEE

Section 5.1 Architectural Review Committee The Architectural Review Committee (the "Committee") shall be composed of three (3) individuals selected and appointed by the Declarant. The Committee shall function as a representative of the Declarant for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of first-class multi-use developments. A vote of the majority shall be binding. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have the full authority to designate a successor. Neither the members of the Committee nor its designated representative

shall be entitled to any compensation for services pursuant to this covenant.

Upon the sale by Declarant of 100% of the tracts within the Property, then Declarant shall cause the Architectural Control Committee to resign in favor of a newly elected committee elected by the majority of the owners of the tracts within the Property.

Section 5.2 Basis of Approval No building, structure, sign, parking structure, parking lot, fence, wall, landscaping, irrigation system, or improvement of any kind or nature shall be erected, placed, or altered on any lot until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee as to:

- (1) Quality of workmanship and materials, proper facing of main elevation with respect to nearby streets;
- (2) Conformity and harmony of the external design, color, type, and appearance of exterior surfaces and landscaping;
- (3) Location with respect to topography and finished grade elevation and effect of location and use on neighboring estates and improvements situated thereon, drainage arrangement; and
- (4) The other standards set forth with this Declaration.

The Committee is authorized and empowered to consider and review any and all aspects of construction, and location, quantity and quality of improvements and landscaping on the property(ies) which may, in the reasonable opinion of the Committee, adversely affect the use and quality of the adjacent land Owners or the general value of the Property. The Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods, or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The Committee shall have the authority to make final decisions in interpreting the general intent, effect, and purpose of the restrictions and covenants described in Article IV hereof.

Any improvements constructed in accordance with plans and specifications approved by the Committee in accordance with its then applicable standards and requirements shall not be required to be charged because such standards are thereafter amended. The Committee shall review and act upon submitted plans and specifications in accordance with the applicable time periods specified in Sections 5.4, 5.5, 5.6 and 5.7.

Section 5.3 Plan Submissions. Final plans and specifications shall be submitted in duplicate to the Committee prior to the construction of any improvements on an estate, which plans and specifications shall include, to the extent applicable to the proposed improvements as determined by the Architectural Review Committee, the following:

- (1) A topographical plat showing contour grades (with one foot (1') contour intervals, unless otherwise specified by the Committee) and showing the location of all proposed improvements, structures, patios, driveways, parking areas and structures, fences, and walls. Existing and finished grades shall be shown at Property corners and corners of proposed improvements. Site drainage provisions shall be included as well as cut and fill details if any appreciable change in the estate contour is contemplated.
- (2) A plan showing exterior elevations of all proposed buildings and structures.
- (3) A description of exterior materials, colors, textures, and shapes of all buildings and structures.
- (4) A landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation, ground cover, street furniture, and sculpture.
 - A. A landscape irrigation plan.
 - B. A parking area and driveway plan.
 - C. A screening plan, including size, locations, and method.
 - D. A plan showing utility connections, including routing of electrical, gas, and telephone cables.
 - E. A plan showing exterior illumination, if any, including location, manufacturer's future number, and support photometric test data.
 - F. A plan showing any proposed drives (including location and name), alleys, walkways, easements, and utilities.
 - G. A plan showing such other matters as may be required by the Architectural Review Committee or any municipal or governmental authority having jurisdiction over the Property.

- H. Any other data or information requested or deemed reasonably necessary by the Architectural Review Committee.

The Committee may defer the date for submission of any of the matters described herein by notice in writing to the person or entity requesting such deferral of the submission date.

Section 5.4 Approval Procedure. The Committee is authorized to request the submission of samples of proposed construction materials. The Committee's approval or disapproval as required by these Covenants shall be in writing. In the event the Committee approves such plans, specifications, or plot plans, one complete set of such approved documents shall be marked "Approved" and returned to the applicant who shall be required to construct improvements in accordance with the approved plans and specifications. In the event the Committee disapproves of any plans, specifications or plot plans, one complete set of such disapproved documents will be marked "Disapproved" and returned to the applicant, together with a notice of disapproval. Such disapproval notice will set forth in detail the elements disapproved and the reason or reasons therefore. The judgment of the Committee in this respect, in the exercise of its discretion shall be final and conclusive. Thereafter, the applicant of such disapproval documents shall have the opportunity to comply with the objections noted in the disapproval notice and may resubmit the modified documents for reconsideration by the date of disapproval. All approvals or disapprovals of the Committee as to initial or subsequent submissions must be in writing and must be sent to the applicant within fifteen (15) days of submission to the Committee.

The Committee is authorized and empowered to consider and review any and all aspects of construction and location of improvements and the quality and quantity of landscaping on the property which may, in the reasonable opinion of the Committee, adversely affect the use or living enjoyments of one or more property Owners or the general value of the Property. The Committee is permitted to consider technological advances in design and materials, comparable or alternative techniques, methods, or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee.

The Committee's approval of such plans constitutes the Committee's consent to the proposed improvements. In no event shall such approval be construed to be an engineering approval of the proposed plans.

All improvements approved by the Committee shall diligently commence after obtaining all necessary governmental approval thereof and thereafter shall be pursued to completion.

Section 5.5 Design Guidelines The Committee may from time to time, promulgate Design Guidelines which shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Architectural Review Committee in reviewing plans and specifications. The Design Guidelines shall constitute, in every event, the basis for approval or disapproval of plans, specifications, or other materials submitted to the Committee for approval. The Committee shall not be obligated by this Section 5.5 to promulgate Design Guidelines.

Section 5.6 Variance. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit property Owners to construct, erect, or install improvements which are in variance from the architectural standards which are provided in this Declaration Article 3 or which may be promulgated in the near future. In any case, however such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. Written request for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within thirty (30) days of the submission of such request. No member to the Committee shall be liable to any property Owner for any claims, causes of action, or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions and Architectural standards provided hereunder, against any other Owner.

Section 5.7 Nonconforming and Unapproved Improvements. The Declarant may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Article 5. In addition, the Declarant may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the estate upon which such improvements were commenced or constructed.

The Declarant with respect to nonconforming or unapproved improvements will take no action until the completion of the following review and appeal process if the violating Owner elects by written notice to the Declarant, to institute such process.

- (1) Within fifteen (15) days of written notice of appeal by the violating Owner, such Owner and the Committee shall each appoint a duly licensed architect to determine whether a violation exists. These

two (2) architects shall then chose a mutually acceptable third architect within ten (10) days after the expiration of said fifteen (15) day period.

- (2) Within thirty (30) days after the date of appointment of the third architect, a majority of the three (3) architects shall determine whether a violation exists.
- (3) If a violation is determined to exist, then the Declarant shall, in its reasonable discretion, determine the manner in which the violation shall be remedied, which remedy may include reasonable fines.

Section 5.8 No Liability. Neither the Declarant, the Committee, the Officers, Directors, of the Declarant, nor employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reasons of mistake in judgment, negligence, or nonfeasance arising out of or in connection with any such plans or specifications. Every person who submits plans and specifications, and every Owner of any said Property, agrees that he will not bring any action or Suit against Declarant, the Architectural Review Committee, the Board, the Officers of the Association, of employees and agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands, and cause of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 5.9 Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of the one (1) year from the date of substantial completion of construction of any improvement on the Property, said improvements shall, in favor of purchases and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article 5, unless actual notice of such noncompliance and noncompletion, executed the Architectural Review Committee or its designated representatives, shall appear of record in the office of the County Clerk of Hidalgo County, or unless legal proceedings shall be instituted to enforce compliance or completion. The term 'substantial completion' shall be defined in the matter adopted by the American Institute of Architects from time to time. Subsequent improvements substantially completed more than one (1) year prior to such more recent improvements, alterations, or repairs which are subject to review.

Section 5.10 Appointment and Designation. The Architectural Review Committee may from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons or subcommittees which shall have full authority to act on behalf of said Architectural Review Committee in all matters delegated.

Section 5.11 Review Fee and Address. Any plans and specifications shall be submitted in duplicate, in writing, for approval together with a reasonable processing fee as set by the Architectural Review Committee. The review fee shall cover only the cost of employing non-affiliated consultants to review plans and specifications as well as incidental expenses associated with the review process. The address of the Architectural Review Committee shall be the principal place of business of the Declarant. Such address shall be the place where the current rules and regulations, if any, of the Architectural Review Committee shall be kept.

Section 5.12 Inspection. After telephonic notice to the Owner, any member or agent of the Architectural Review Committee may from time to time at any reasonable hour enter any property subject to the jurisdiction of said Architectural Review Committee to conform improvement or maintenance in compliance with the provisions hereof.

Section 5.13 Governmental Authorities. Declarant its successors and assigns, and all future Owners of any property and their successors and assigns by their acceptance of their respective deeds, shall be bound by and subject to all laws, alterations to improvements shall be constructed, erected, placed, altered or maintained on any part of the Property which is in violation of any of the laws or ordinances of any applicable governmental laws, rules, or regulations. Notwithstanding anything to the contrary herein contained, the Declarant, the Architectural Review Committee, the Officers and Directors of the Association, agents and employees of each, shall have no obligation to report the violation of any such laws, ordinances, rules or regulations.

Section 5.14 No Liability for Design Defects. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Review Committee, the Declarant, its employees, agents successors and assigns assumes liability or responsibility therefor, not for any defect in any structure constructed from such plans and specifications.

ARTICLE 6. EASEMENTS

Section 6.1 Easements. Easements, licenses, franchises, permits for installation, maintenance, repair and removal of utilities, public rights-of-way,

drainage facilities, floodway easements and access rights for fire protection services and other similar services over, under and across the Property are reserved by the Declarant for itself its successors and assigns, as specifically set forth on recorded plats the property and portions thereof, or as set forth in other documents of record in the Deed Records of Hidalgo County, Texas. In addition, the Declarant hereby reserves to itself, its successors and assigns, easements for installation, maintenance, repair, and removal of utilities and drainage facilities and access rights for fire protection services and other drainage facilities and access rights for fire protection services and other similar services, such easements to be located between the right-of-way lines of public rights-of-way and building set back lines from such public rights-of-way. Such easements may not exceed fifteen feet (15') in width. Full right of ingress and egress shall be had by the Declarant at all times over the Property to the extent reasonably necessary for the installation, operation, maintenance, repair or removal of any utility or drainage facility contained within any of the after said easements. Full right of ingress and egress shall also be had by the Declarant at all times over the Property as may be reasonably required to remove any obstruction that may be placed in such easement without the approval of the Declarant or the owner of the relevant easement where such authorized obstruction would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utility or other services, as aforesaid. In no event shall the foregoing prohibit paving or landscaping within such easements. The Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public service companies, or relevant governmental authorities. All utilities and services installed within the aforesaid easements shall be installed underground. Full rights of ingress and egress shall be had by the Declarant and its successors and assigns at all times over the property for the installation, operation, maintenance, repair or removal of any utility or service together with the right to remove any obstruction that may be placed in the aforesaid easements that would constitute interference with the use of the aforesaid easements, or with the use, maintenance, operation or installation of such utility or service.

Section 6.2 Each party does hereby grant to the other party and such other party's heirs, administrators and assigns, a nonexclusive irrevocable easement to use and enjoy, during the term of this agreement, the common facilities situated on such party's parcel for the purposes for which they were designed. Such easement shall accrue to the benefit of all the tenants of the shopping center, their licenses, concessionaires, sub lessees, assigns, customers, business invitees, agents and employees.

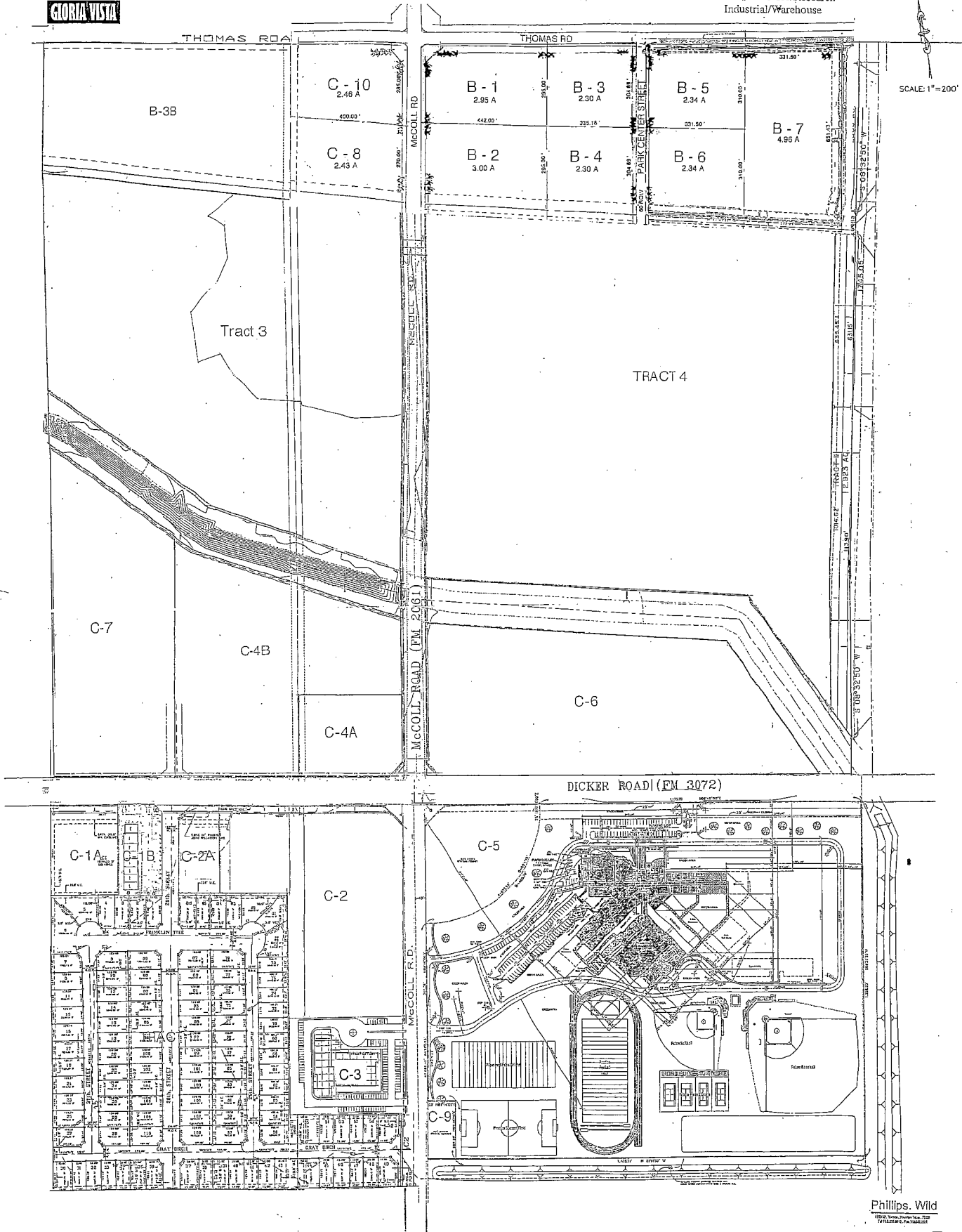
ARTICLE 7. GENERAL PROVISIONS

- Section 7.1 Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit and be enforceable by Declaration or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded in the office of the County Clerk of Hidalgo County, Texas, after which time said covenants shall be automatically extended for one period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- Section 7.2 Enforcement. Enforcement of these covenants and restrictions shall be by any preceding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, and failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Architectural Review Committee and the Declaration shall also have the right, but not the obligation, to enforce these covenants and restrictions in accordance with the provisions set forth within this Declaration.
- Section 7.3 Termination of and Responsibility of Declarant. Upon sale and transfer of 90% of the platted tracts to property owners, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and the property owners shall, by majority vote, annually elect three (3) persons to serve on the Architectural Review Committee.
- Section 7.4 Owners' Compliance. Each Owner, tenants or occupant of a tract shall comply with the provisions of this Declaration and with the decisions and resolutions of the Declarant or its duly authorized representative. Failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due for damages and fines for injunction relief.
- Section 7.6 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.
- Section 7.5 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Exhibit A



Office
Office/Service
Office/Service/Research
Industrial/Warehouse



Phillips, Wild
18000 York Street, Suite 700
Dallas, Texas 75241

SITE PLAN

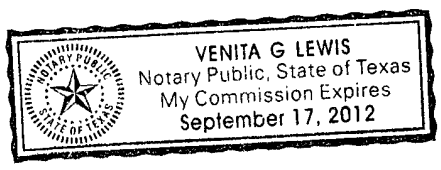
N. A. W.

By: Gloria Vista, LLC, a Texas Limited Liability Company

By: Kathleen S. Wild, date 3.31.2011
Kathleen S Wild, Trustee
Property Owner Kathleen S Wild Family Trust

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed
this the 31 day of March, A.D. 2011

Venita G Lewis



Notary Public, State of Texas,

County of Harris

My commission expires: Sept 17, 2012

FOR INFORMATION & SITE TOURS CONTACT:



LAURA LIZA PAZ

NAI Rio Grande Valley

Senior Associate I Real Estate Broker

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laurap@nairgv.com

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The information contained herein is proprietary and strictly confidential. It is intended to be reviewed only by the party receiving it from NAI Rio Grande Valley, and should not be made available to any other person or entity without the written consent of the Broker. This document has been prepared to provide summary, unverified information to prospective purchasers, and to establish only a preliminary level of interest in the subject property. The information contained herein is not a substitute for a thorough due diligence investigation. NAI Rio Grande Valley has not made any investigation, and make no warranty or representation, with respect to the income or expenses for the subject property, the future projected financial performance of the property, the size and square footage of the property and improvements, the presence or absence of contaminating substances, PCB's or asbestos, the compliance with State and Federal regulations, the physical condition of improvements thereon, or the financial condition or business prospects of any tenant, or any tenant's plans or intentions to continue occupancy of the subject property.

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