

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

---

Document No: 3460364

Billable Pages: 12

Recorded On: June 28, 2023 03:20 PM

Number of Pages: 13

---

MISCELLANEOUS

---

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

Total Recording: \$ 80.00

---

\*\*\*\*\*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: 3460364  
Receipt No: 20230628000298  
Recorded On: June 28, 2023 03:20 PM  
Deputy Clerk: Imelda Leal  
Station: CH-1-CC-K27

**Record and Return To:**

Corporation Service Company  
919 North 1000 West  
Logan UT 84321



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



1. Membership. The record fee owners of the individual lots shall comprise the membership of Quiet Village II Association (herein "Association"), which shall have the sole power to disburse monies collected for the Quiet Village II Association Maintenance Fund. Members of the Quiet Village II Association shall have the power to determine the governance of and elect the Association Officers. The members of the Association Officers shall not be entitled to any compensation for services performed by the Association Officers pursuant to these covenants. For voting purposes, each one owner shall constitute one vote as Owner/Member regardless of the number of lots owned in the Subdivision by said Association Member.

2. Location of Structures. No dwelling, mobile home or structure shall be placed, erected or located nearer than ten (10) feet from the front line, or five (5) feet from any side or rear lot line.

3. Permitted Uses. Except as hereinafter provided, each lot in the Subdivision shall be used only for single family residential purpose, including permanent single family residential dwellings, mobile homes and recreational vehicles. No mobile home or recreational vehicle shall be erected or placed permanently on any lot which shall have been manufactured more than seven (7) years prior to being so erected or placed. All permanent structures (including permanently placed RV's) must be completely enclosed, from ground level to lower portion of outside walls, within thirty (30) days after being placed on any lot. No more than one residential dwelling, mobile home or recreational vehicle shall be placed on any one lot and no dwelling shall exceed 15 feet in height. Lots may be re-subdivided and a whole lot and a portion of a contiguous lot may be used for the whole dwelling.

Except for mobile homes and recreational vehicles, only new construction shall be permitted within the subdivision and no used or second-hand structures shall be moved onto any lot. No basement, tent, shack, garage, barn, or any other outbuilding or temporary Structure shall be occupied or used as a residence, either temporary or permanent. All residences shall be connected to such utilities that are available. The exterior of any dwelling or accessory structure shall be complete within a maximum period of six (6) months from the date of commencement of construction. Interior finishing of any such Structure may extend beyond such period provided building materials and equipment are not stored on the premises.

4. Architectural Control. No permanent fixed building, mobile home, recreational vehicle, wall, aerial antenna, fence, culvert, deck, porch or other improvement shall be erected, placed, or altered on any lot until the plans, specifications and site plan showing the location of the structure has been approved by the Association Officers as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and other structures, and finish grade elevation. No fence or wall shall be erected unless constructed, similar to that presently constructed.

The Association Officers shall have the right to take into consideration the quality of workmanship and material, harmony of external design with existing structures, location with respect to trees, the conformity and harmony with the surroundings, and the effect of the proposed structure on the view and outlook from adjacent lots. The Association Officers or its successors or assigns, shall have the right to grant reasonable variances and exceptions to any of the restrictions or limitations set forth in this instrument in order to avoid hardship to any owner or to conserve existing trees or otherwise promote the desirability and appearances of the Subdivision.

5. Procedure. Any Association Officers approval or disapproval as required in these covenants shall be in writing. In the event the Association Officers or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, if any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval of the Association Officers will not be required and the related covenants shall be deemed to have been fully complied with.

6. Residents. All residents of Quiet Village II shall be limited to adults only as stated in the "Housing for Older Persons" paragraph stated herein. Children may visit and occupy lots pursuant to the rules and regulations as adopted by the Association and subject to the "Housing for Older Persons" paragraph stated herein.

6.a. Occupancy

1. One (1) bedroom residences shall be limited to two (2) permanent occupants.

2. Two (2) bedroom residences shall be limited to three (3) permanent occupants.

3. Three (3) bedroom residences shall be limited to four (4) permanent occupants.

4. All residents hosting overnight guest or family will be limited to 30 days per calendar year.

6.b. Renters of Property

1. Renters must abide by all Rules, Regulations, Covenants and Restrictions of Quiet Village II.

2. At least one of the renters must be at least age 55.

3. No rental of property to government subsidized renters.

6.c. Non-Homeowner, Outside Investor

1. No non-homeowner, outside investor (absentee landlord) shall be allowed to purchase lots in Quiet Village II for the purpose of investment only.

7. Non-operating Vehicles. Motor vehicles which are not in running order, or otherwise inoperative, may not be parked or stored on the street or on any lot. Any such motor vehicle so parked or stored on the street or any lot for a period of time exceeding seven (7) days shall be deemed to be in violation of this provision.

8. Signs. No signs of any kind shall be displayed to the public view on any lot except:

A) One sign of not more than three (3) feet by three (3) feet advertising the property to be sold or to be rented by the property owner or a licensed real estate agent.

B) One sign of not more than three (3) feet by three (3) feet by a builder to advertise his service during the construction period.

C.) Political signs, as allowed by state and federal law, of not more than three (3) feet by three (3) feet.

C) One sign as may be regulated by a Texas or Federal Government law.

9. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and subdivision. The use and discharge of firearms and or fireworks is expressly prohibited within the subdivision. No building material or debris of any kind shall be placed or stored upon any lot except during construction. No repair work, dismantling or assembling of motor vehicles, boats, trailers or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street. Clotheslines shall be restricted to fourteen (14) feet in length, shall be located at the rear of lots and shall be reasonably screened from the front lot line and from adjacent lots. No trash garbage or other refuse shall be thrown or dumped on any lot and shall be kept in closed containers screened from public view and protected from disturbance. Trash, garbage and refuse containers shall generally be maintained at the rear of each lot; provided, however, that covered underground containers may be maintained at the front of lots. No oil or gas drilling or development operations shall be permitted on any lot. All lots shall be kept free of debris, inoperative vehicles or wrecked vehicles and stored materials. No boat, boat trailer or similar equipment shall be stored in any street. Each owner shall have provided in adequate driveway and parking facilities (either paved or caliche) for off street parking for all vehicles of the owner and his guests, provided, however, that guests may park along the street for reasonable periods of time.

10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other common household pets not to exceed a

total of two (2) may be kept, provided that they are not kept, bred or maintained for any commercial breeding purpose. Each owner shall have the responsibility for keeping their pets quiet and confined to the owner's dwelling or lot. All pets shall be kept on a leash no longer than six (6) feet in length when not confined to the owner's dwelling or lot.

11. Sale of Properties. Properties are to be sold only by the homeowner or a licensed Real Estate Agent. A friend or neighbor may show the property on behalf of the absentee homeowner but the homeowner or a licensed Real Estate Agent must handle the sales transaction.

12. Sight Distance at Intersections. No fence, wall hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above any road shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines, or In the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations apply on a lot within ten (10) feet from the intersection of a road property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The burning of trash, yard or construction debris is prohibited within the subdivision.

14. Weeds and Grass. The owner or occupants of any lot shall at all times keep the grass and weeds on said lot and the area between the lot, and the paved street or road surface mowed and well-trimmed, with a height not to exceed six (6) inches. If the owner of any leasehold or lot shall fail to comply with the foregoing requirements, then the herein described Association Officers may cause such grass or weeds to be cut and said owner shall immediately pay the amounts expended for such work to the person doing or causing the same to be done. The foregoing shall be in addition to all other rights or remedies to enforce compliance herewith. In the event there is a nonpayment of any amount due for such cutting of weeds and grass, the amount due shall be a lien upon the lot in favor of the Association Officers upon notice to the lot owner by certified mail or by publication in a newspaper of general circulation in the County of Hidalgo, if the owner cannot be served notice by certified mail. Subject lien shall be enforceable in the same manner as any other mechanic's lien in accordance with the State Statutes and State Constitution.

15. Maintenance Fund.

A) All lots shall be subject to an annual maintenance fee as determined by a vote of a majority of the Association Members of Quiet Village II Association. Said

fee shall be collected by Quiet Village II Association and paid annually into the depository of the Quiet Village II Association. The annual maintenance fee shall be a minimum of \$12.00 per year.

B.) The annual maintenance fee shall be due on December 31st ("Due Date") prior to the start of the new year. If the annual maintenance fee is not paid by the Due Date the payment is deemed past due.

C.) All past due maintenance charges shall bear Interest from their due date at the rate of twelve (12) percent per annum until paid for or, if greater, the same rate as yielded by the average treasury bill yield averaged over the preceding year. Such charges shall be a covenant running with the land and are part of the purchase price. To secure payment thereof, a vendor's lien is hereby retained by the Quiet Village II Association, upon the subject lots, said lien being subject and inferior to purchase money liens or construction money liens or both.

D.) Such annual charges may be adjusted at any time by the Quiet Village II Association. The funds derived from such annual charges shall be applied so far as sufficient, toward the common good of the community, civic betterment, municipal, educational and recreational purposes, and not by way of limitation, as follows:

- a) To render constructive civil welfare for the promotion of the social welfare of the community and of the citizens of Quiet Village II to incubate civil consciousness by means of active participation in constructive projects which will improve the community, state and nation.
- b) To acquire realty promote or provide road maintenance, street lighting, educational and recreational facilities and services for the residents and owners of Quiet Village II Subdivision.
- c) To do any other thing necessary or desirable of general benefit to the community of Quiet Village II.

E.) Personal Obligation of Maintenance Fee. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the Assessment fell due. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. Existing obligations of an Owner to pay Assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or an action at law subsequent to the date the Assessment was due; provided, however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

F.) Lien. The unpaid amount of any Assessment not paid by the delinquency date is and shall be, together with the interest thereon the cost of collection thereof, including reasonable attorneys' fees, a continuing debt, secured by, and there is hereby impressed upon and created against each Lot, a lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot.

To evidence any lien, the Association shall engage an attorney to prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Official Records of Hidalgo County, Texas.

(G) Remedies. The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner upon recordation of this Declaration with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment:

- (i) the interest provided in this Section,
- (ii) the costs of preparing and filing the complaint in such action,
- (iii) the reasonable attorneys' fees incurred in connection with such action, and
- (iv) any other costs of collection;



and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner who is in default in the payment of any Assessment due in accordance with this Declaration and/or the Bylaws until paid in full.

(H) Notice to Owners. Notwithstanding anything to the contrary contained in this Declaration, before the Association may suspend an Owner's right to use the Common Properties, file a suit against an Owner other than a suit to collect the regular maintenance assessments or any special assessment or foreclosure under a lien granted to the Association, charge an Owner for property damage or levy a fine for a violation of the restrictions or bylaws or rules of the Association, the Association or its agent shall give written notice to the Owner in accordance with Section 209.006 of the Texas Residential Property Owners Protection Act.

(I) Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter recorded against any Lot; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

16. Public Responsibility. The plat of Quiet Village, Section II, has been executed and is made a part hereof. The granting of the rights-of-way and easements on said plat shall in no way be construed to be a grant to the public, the State of Texas, the City of Donna, or any other political subdivision of the State of Texas.

17. Enforcement. The covenants and restrictions, set out herein are for the benefit of the above mentioned owner, its heirs, successors or assigns, and equally for the benefit of any subsequent owner or owners of a lot or lots in said subdivision, and their heirs, executors, administrators and assigns. Accordingly, all of the restrictions and covenants contained herein shall be construed to be covenants running with the land enforceable at law or in equity, either by injunction, action for damages or by such other remedies as may be available by any more of said parties.

Enforcement of these Covenants and Restrictions may be brought by Declarant, the Association, or any Owner, and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, to recover damages, seek injunctive relief, or to enforce any lien created by these Covenants and Restrictions; and failure by the Association 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. In addition, should the Association prevail in any such litigation, the Association shall be entitled to recover its reasonable attorneys' fees.

#### Steps for Enforcement

##### a. Step One

When an owner is found to be in violation of these covenants a meeting of the owner and two (2) member of the board will occur. The board members will present a written notice of the violations with 30 days to comply and correct the violations.

##### b. Step Two

When the owner has failed to comply with step one, a hearing with the board will be scheduled and all violations will be discussed, and additional time will be allotted at the board's discretion. If the board feels there has been adequate time for resolution, then on to step 3.

##### c. Step Three

A final letter will be sent with a fine levied and added to the yearly assessment. If the assessments are not paid in full by the deadline in the bylaws and covenants a lien may be placed on the members property.

These rules for enforcement serve as a basic guideline and can be bypassed if necessary, in circumstances where emergency action is needed, such as the obtaining of a temporary injunction or temporary restraining order

18. Term. Unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change these covenants in whole or in part, these covenants are to run with the land beginning on the date of recording and shall be binding on all owners of lots in said subdivision and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods often (10) years. The Utility Franchise is for fifty (50) years beginning on January 30, 1985 and extends automatically for periods of twenty (20) years.

19. Extension of the Subdivision by Subsequent Sections. In the event Quiet Village II is enlarged by similarly subdividing adjacent land and naming such subdivision as subsequent sections of Quiet Village II, the Utility Franchise, the Quiet Village II Association and the Association Officers jurisdiction are, likewise extended.

20. Severability. The invalidity, abandonment or waiver of any of these restrictions and covenants does not affect any of the other covenants and restrictions which shall remain in full force and effect. Invalidation of any provisions hereof by judgement or order of Court shall in no way affect any of the other provisions hereof; and lack of title or failure of title in the original Declarant as to any portion of the property described herein shall not affect the validity of these provisions as to the remainder of such property.

21. Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

22. 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.

23. Governing Documents. In any sale or lease of a subdivision lot, the selling or leasing owner thereof shall provide the buyer or tenant with a copy of the Covenants and Restrictions. Every buyer, tenant and occupant of the subdivision shall abide by the Covenants and Restrictions.

24. By signature hereon, the required number of owners agree to and approve the herein described restatements and amendments.

**[Remainder of page intentionally left blank.]**

Village II Association and the Association Officers jurisdiction are, likewise extended.

20. **Severability.** The invalidity, abandonment or waiver of any of these restrictions and covenants does not affect any of the other covenants and restrictions which shall remain in full force and effect. Invalidation of any provisions hereof by judgement or order of Court shall in no way affect any of the other provisions hereof; and lack of title or failure of title in the original Declarant as to any portion of the property described herein shall not affect the validity of these provisions as to the remainder of such property.

21. **Notices to Member/Owner.** Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

22. **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.

23. **Governing Documents.** In any sale or lease of a subdivision lot, the selling or leasing owner thereof shall provide the buyer or tenant with a copy of the Covenants and Restrictions. Every buyer, tenant and occupant of the subdivision shall abide by the Covenants and Restrictions.

24. By signature hereon, the required number of owners agree to and approve the herein described restatements and amendments.

**[Remainder of page intentionally left blank.]**

□

**CERTIFICATE OF SECRETARY**

I certify that I am the duly-elected and acting Secretary of **QUIET VILLAGE II ASSOCIATION** a Texas Non-Profit Corporation, and that these Amended Covenants and Restrictions were approved by the membership of **QUIET VILLAGE II ASSOCIATION**, a Texas Non-Profit Corporation, and constitute the Amended Covenants and Restrictions of the Association.

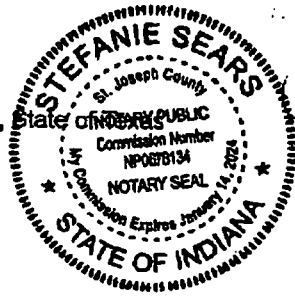
DATED to be EFFECTIVE this 26 day of June, 2023.

By: Sheryl Podemski  
Secretary

STATE OF TEXAS	)
	)
COUNTY OF HIDALGO	)
	)

This instrument was acknowledged before me on June 26  
2023, by Sheryl Podemski Secretary, of **QUIET VILLAGE II ASSOCIATION**, a  
Texas Non-Profit Corporation on behalf of said Association.

Notary Public, State of ~~INDIANA~~ INDIANA



*Stefanie Sears*

PREPARED IN THE LAW OFFICE OF:  
AFTER RECORDING RETURN TO:

Juan M. Pequeño Jr.  
Lauren K Christy  
JONES, GALLIGAN, KEY & LOZANO, L.L.P.  
P.O. Drawer 1247  
2300 W. Pike Blvd., Suite 300  
Weslaco, Texas 78599-1247