



Midland County
Alison Haley
County Clerk
Midland, Texas 79702

70 2015 00015218

Instrument Number: 2015-15218

As

Recorded On: July 01, 2015

Recording after Aug 2005

Billable Pages: 10

Number of Pages: 11

Comment: DEC G.F. ELITE REAL ESTAT

(Parties listed above are for Clerks reference only)

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

Recording after Aug 2005	62.00
Total Recording:	62.00

***** DO NOT REMOVE. 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: 2015-15218

Receipt Number: 472735

Recorded Date/Time: July 01, 2015 02:42:57P

User / Station: T Heady - CC208d

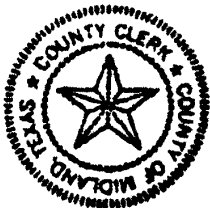
Record and Return To:

LOZOYA CONSTRUCTION INC

PO BOX 80400

WILL PICK UP - DANNY

MIDLAND TX 79706



State of Texas
County of Midland

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly
RECORDED in the volume and page of the named RECORDS of Midland County, Texas as stamped hereon.

County Clerk
Midland County, Texas

Upon recording, please return to:

15218

G. Lance Holland
3700 North Big Spring Street
Midland, Texas 79705

ABOVE SPACE FOR RECORDER'S USE

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LOS AGUILAS**

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
MADE THIS 1st DAY OF JULY, 2015 BY G.F. ELITE REAL ESTATE HOLDINGS, LTD.,
HEREINAFTER CALLED "DECLARANT",

RECITALS:

WHEREAS, Declarant is the owner of the real property described in Section 2 of
Article I, of the Declaration; and

WHEREAS, Declarant desires to subject the real property described in Section 2 of
Article I, to certain protective covenants, conditions and restrictions as hereinafter set
forth;

NOW, THEREFORE, G.F. ELITE REAL ESTATE HOLDINGS, LTD., declares
that the real property described in Section 2 of Article I is and shall be held, transferred,
sold conveyed subject to the following easements, restrictions, covenants and conditions.

The Declarant further declares that this Declaration and all amendments and
supplements thereto shall run with the land and shall be binding on the Declarant, each
owner, their heirs, successors and assigns and all parties claiming under them or under
this Declaration, and shall inure to the benefit of and be enforceable by the Declarant,
each owner and all claiming under each owner.

The Declarant hereby reserves the right to withdraw land from or add land to the
covenants, conditions and restrictions during the Land Development Period as defined
herein. Any such addition will be governed by the provisions for Additions To Property
subject to Declaration contained herein.

**ARTICLE I
GENERAL**

SECTION 1. DEFINITIONS. The following words, when used in this Declaration, shall

have the meanings assigned to them as follows:

- a. "Declarant" shall mean and refer to G.F. ELITE REAL ESTATE HOLDINGS, LTD., its successors and any person or entity to whom or which Declarant may assign its rights and privileges, duties, and obligations hereunder, all of which are and shall be assignable.
- b. "Dwelling Unit" shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household.
- c. "Improvement" or "Improvements" shall mean and refer to all structures or other improvements to any Lot of any kind whatsoever, whether above or below grade, including, but not limited to, structures, buildings, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, swimming pools, signs, site lighting, site grading and earth movements, and any exterior additions, changes or alterations thereto, including both original improvements and all later changes and improvements.
- d. "Land Development Period" shall mean and refer to the period commencing on the date of this Declaration first set forth above and terminating on the earlier of (a) the date upon which the Declarant owns less than fifty percent (50%) of the Lots, or (b) the Declarant notifies the Owners that the Land Development Period will terminate.
- e. "Lot" shall mean and refer to any tract of land shown upon any recorded subdivision map or plat of the Property, as amended for time to time, which is zoned or restricted to a single family dwelling.
- l. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but notwithstanding any applicable theory of mortgage, the term "Owner" shall not include any mortgagee or trustee unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu thereof.
- m. "Property" shall mean and refer to the real property (including any "Improvements" situated thereon, as said term is hereinafter defined) described in Exhibit A, which is attached hereto and incorporated herein by reference, and any additions thereto, as are subject to this Declaration or any Supplemental Declaration filed under the provisions of Section 3 of this Article I.
- n. "Yard" The following words shall be deemed to have the following meanings as used herein.
 - 1. "Rear Yard": That portion of a Lot existing from the rear of the main structure located thereon to the rear property line and from side property line to side property line.
 - 2. "Front Yard": " That portion of a Lot existing from the front of the main structure located thereon to the front property line and from side property line to side property line.

3. "Side Yard": That portion of a Lot existing between the front and rear of the main structure located thereon and from the side of such main structure to the side property line.

SECTION 2. PROPERTY SUBJECT TO DECLARATION. All of the Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein on the property described in Exhibit "A."

SECTION 3. CHANGES TO PROPERTY SUBJECT TO DECLARATION. Additional property may become subject to this Declaration in the following manner:

- a. **Additions by Declarant.** The Declarant reserves the right (but not the obligation) at any time within the Land Development Period to submit, by recordation of a supplemental declaration, to annex any additional land which lies within the land area represented in Exhibit "A." In addition, any other Lots or property in the vicinity of the Property may be annexed to the Property. Action under this Section shall not require the prior approval of the Owners or their Mortgagees. Any such additional land subjected to this Declaration shall be subject in all respects to each and every provision of this Declaration as well as any additional terms and provisions at the Declarants discretion.
- b. **Additions by the Owners.** Additional land not described in paragraph 3.a. above may be subjected, annexed or submitted to this Declaration with the written consent of (i) 66 2/3% of the Owners, and (ii) during the Land Development Period, by the Declarant.
- c. **Withdrawable Real Estate.** During the Land Development Period, the Declarant has the unilateral right, without the consent of any Owner or Mortgagee, to execute and record an Amendment to the Declaration withdrawing any portion of the Property which the Declarant owns from the operation of this Declaration.

ARTICLE III
PROTECTIVE COVENANTS
Lots 1, 2, 3, 17, 18 and 19, Block One
Lots 1, 2, 3 and 4, Block Six
Lots 1 and 2, Block 5
Lots 1, 2, 3, 4, 5, 6, and 7, Block 2

SECTION 1. BUILDING RESTRICTIONS. All of the Lots, and any building and structures located on the Lots shall be used for commercial purposes only, as specifically set forth herein.

- a. All exterior walls facing Highway 307 or any wall that includes a main entrance erected on Lots 1 and 19 Block 1, Lots 2 and 4, Block 6 and Lots 1, 6 and 7, Block 2 shall be brick, stone or stucco unless otherwise approved in writing by Declarant.
- b. No Lot may be resubdivided.

c. The following commercial activities are prohibited:

15218

1. Any sexually oriented business.
 2. Junk yard
 3. Commercial Feed Lot
 4. Any business that generates excessive noise, traffic or other nuisance. A nuisance includes the escape or discharge of fumes, odors, gases, vapors, acids or other substance into the atmosphere.
 5. Kennels
 6. Animal auction barn or other auction facilities
 7. Processing plants
 8. Large machinery rental
 9. Commercial garages and auto body shops
- d. There shall be no interference with drainage over any portion of the Property.
- e. All rubbish, garbage and other waste shall be regularly removed from each Lot.
- f. The grounds and exterior of all improvements of each Lot shall be regularly maintained, painted and repaired in a good and well-kept order.
- g. No exterior advertising sign shall be permitted other than those identifying the name, business and products of the firm occupying the Lot and those offering a Lot for sale or lease.
- h. There shall be absolutely no dumping discharge of any hazardous, damaging or polluting materials upon the surface of a Lot. All hazardous, dangerous or polluting materials shall be disposed of according to State and Federal laws and regulations.
- i. The Owner shall not in any way cause or permit obstruction to or hindrance of the free flow of traffic upon interior roads and easements of the Property.

ARTICLE IV

PROTECTIVE COVENANTS

Lots 4 through 16 inclusive, Block 1

All of Lots in Blocks 3, 4 and 7

SECTION 1. BUILDING RESTRICTIONS. All of the Lots, and any building and structures located on the Lots, shall be used for residential purposes only, as specifically set forth herein.

- a. All Lots are for single family residences only. During the construction or installation of Improvements on any Lot, construction debris shall be removed from the Lot on a regular basis and the Lot shall be kept as clean as possible.
- b. Once commenced, construction shall be diligently pursued to the end that it may not be left in a partly finished condition any longer than reasonably necessary. All mobile homes, modular homes or prefabricated homes must be manufactured, constructed, erected or made after 2005 having no less than 1000 square feet. All residences must have complete sanitary facilities, including a lavatory, toilet, wash basin, tub or shower, kitchen sink and must be connected to the septic system in conformance with state and county requirements.
- c. Each mobile home, modular home or prefabricated home shall be securely anchored and completely skirted within thirty (30) days after arrival. The Yoke shall be removed if visible outside of skirting.
- d. The Owner is responsible for keeping the grass on the Lot mowed and in presentable appearance. Except for trees, bushes, flowers and gardens, all grass and ground cover shall not be permitted to exceed three (3) inches in height. The structure and grounds of each Lot shall be maintained in a neat and attractive condition at all times. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain on any part of a Lot, and no refuse pile or unsightly object shall be allowed to be placed or to remain thereon specifically including but not limited to automobiles, tires or piles of trash.
- e. All rubbish, garbage and other waste shall be regularly removed from each Lot.
- f. All structures must be grounded properly for safety from electrical storms. All foundations must be 12" above road grade for proper drainage. They also must be packed with a proper roller machine from ground level plus hauled in dirt.
- g. All structures shall be erected within the building setback lines. Minimum front setback is fifty feet (50'). Minimum back and side setback is twenty (20) feet.
- h. Septic systems required for each residence will conform to the requirements of the County of Midland regulations. The leach field(s) for the system will be indicated on the site plan and coordinated with all adjacent land owners.
- k. No radio, television, or satellite antenna with more than ten (10) square feet of grid area, or which attains a height in excess of six (6) feet from the highest point

of the roof shall be permitted. All such installations are limited to roof and back yard. Front yard installations of antennas are strictly prohibited.

- j. The space under the mobile home, modular home or prefabricated home shall not be used for storage of any nature.
- k. In order that public services may be rendered within the Property, a continuing perpetual easement is hereby reserved in favor of and granted to all companies providing public services and duly constituted governmental bodies having jurisdiction over the premises, and their respective agents, to enter upon and within all parts of the Subdivision for lawful purposes in rendering or affording police and fire protection, sanitation services and similar public services within the said subdivision.
- n. No commercial automobile repairs shall be conducted within the Property. Any private vehicles being repaired shall be housed in a garage or outbuilding.
- o. No sign of any kind shall be displayed to the public on any Lot, except one sign of not more than five (5) square feet advertising the property for sale or signs used by the builder to advertise the property during the construction process and sales period. Student activity signs, and temporary political advertising signs are allowed.
- p. No manufacturing, trade, business, commerce, industry, profession, business or commercial activity shall be permitted on any Lot or in any building or other structure erected thereon.
- q. No more than two (2) operational company trucks may be parked on the Property.
- r. Domestic animals and livestock may be kept and raised on the Property for household purposes, except that the keeping and raising of any such animals or livestock shall be done so as to not constitute a nuisance to the neighborhood, and such keeping and raising of animals or livestock shall be subject to the requirements and restrictions imposed by the County and State Health Authorities. No poultry farms shall be permitted on the Property.

Further, the same shall be subject to the following requirements:

- 1. The raising, keeping and breeding of birds from the Ratite family of birds, including ostriches, emus and rhea are not allowed; and,
- 2. Four-H animals, such as sheep, goats, steers or pigs are allowed on each tract, but not more than two (2) of each per Lot; and,
- 3. Cattle, Horses, Donkeys, Goats, Llamas and Buffalo are allowed on all Lots, not to exceed one (1) per acre of deeded land. No breeding operations or commercial training of any kind is allowed

- s. Streets shall not be used by residential Lot owners for parking of their automobiles and vehicles except for occasional or temporary purposes.
- t. Water produced from any Lot may be used for landscaping, livestock and agricultural purposes on the Lot only. However, water from any drilled wells must be utilized upon the Lot and shall not be exported off of the Lot on which the well is located nor sold for use off of the Lot.
- u. All construction in the Property shall be in conformity with the building and sanitary codes of the County of Midland, Texas.

SECTION 2. GENERAL.

- a. **CONSTRUCTION DEBRIS.** During the construction or installation of Improvements on any Lot, construction debris shall be removed from the Lot on a regular basis and the Lot shall be kept as clean as possible.
- b. **STOPPAGE OF CONSTRUCTION.** One commenced, construction shall be diligently pursued to the end that it may not be left in a partly finished condition any longer than reasonably necessary.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 1. DURATION. This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the Property, and shall inure to the benefit of and be enforceable every Owner of any part of the Property, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing until July 1st, 2035, after which time said covenants shall be automatically extended for successive periods of five (5) years each, unless amended by a seventy five percent (75%) vote of the then Lot Owners.

SECTION 2. AMENDMENTS. Subject to the limitations set forth in this Declaration, this Declaration may be amended:

- a. By the Lot Owners. By an instrument approved by not less than seventy five percent (75%) of the vote of the Lot Owners at a duly convened meeting. Lot Owners may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Lot Owners at least thirty (30) days in advance and shall set forth the purpose of such meeting. Notwithstanding the foregoing to the contrary, no amendment may remove, revoke, modify or restrict any right or privilege of Declarant, nor may any amendment or termination become effective prior to July 1st, 2035, without the written consent of Declarant.
- b. By the Declarant. For so long as there the Declarant owns 50 percent (50%) of the Lots, Declarant reserves to itself and shall have the continuing right, at any time, and from time to time, without the joinder or consent of any party, to amend this Declaration by any instrument in writing duly executed, acknowledged and filed of record for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements,

errors or omissions herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration, and shall not impair or materially adversely affect the vested property or other rights of any Owner or his mortgagee.

SECTION 3. ENFORCEMENT. Any owner shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in the Declaration or any Supplement Declaration hereafter filed by Declarant or any party as provided herein. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against real property, to enforce any lien created by these covenants. Failure by any Owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. ADDITIONAL RESTRICTIONS. Declarant may make additional restrictions applicable to any Lot by appropriate provision in the deed conveying such Lot to the Owner, without otherwise modifying the general plan set forth herein, and any such other restrictions shall inure to the benefit of and binding upon the parties to such deed in the same manner as if set forth at length herein.

SECTION 5. RESUBDIVISION OR CONSOLIDATION. No Lot shall be re-subdivided in any fashion, nor shall any Lots or portions thereof be consolidated, unless the Owner or Owners of such Lots first obtain the approval of the Declarant.

SECTION 6. SEVERABILITY OF PROVISIONS. If any paragraph, section, sentence, clause or phase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court with competent Jurisdiction to be illegal, null or void the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

SECTION 7. NOTICE. Wherever written notice to an Owner (or Owners) is permitted or required hereunder, such notice shall be given by mailing the same to such Owner at the address of such Owner appearing on the records of the Declarant, unless such Owner has given written notice to the Declarant of a different address, in which event such notice shall be sent to the Owner at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Declarant by placing same in the United States mail, properly addressed, whether received by the addressee or not.

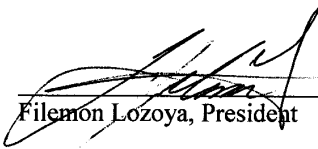
SECTION 8. TITLES. The titles, heading, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK.

DECLARANT:

G.F. Elite Real Estate Holdings, Ltd.

By: Elite Steel Components Management, Inc.
Its: General Partner

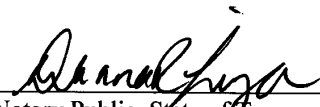
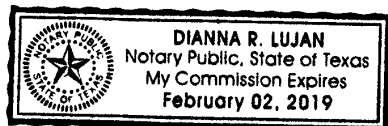


Filemon Lozoya, President

STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on July 1st, 2015 by Filemon Lozoya, President of Elite Steel Components Management, Inc., acting in its capacity as General Partner of G.F. Elite Real Estate Holdings, Ltd.



Notary Public, State of Texas

LAS AGUILAS ADDITION

BEING A PLAT OF A 159.81-ACRE TRACT OF LAND OUT OF THE SOUTHEAST 1/4 OF SECTION 43, BLOCK 37, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF THE SURVEY OF A 159.81-ACRE TRACT OF LAND BEING THE SOUTHEAST 1/4 OF SECTION 43, BLOCK 37, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, BEING A PLAT OF A 159.81-ACRE TRACT DESCRIBED MORE FULLY BY ACTS AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REINFORCED CONCRETE CORNER IN THE EAST LINE OF SAID SECTION 43 FOR THE NORTHEAST CORNER OF A 1.00 ACRE TRACT FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 43 BEARS SOUTH 15°30'31" EAST 258.77 FEET;

THENCE SOUTH 75°21'14" WEST 208.77 FEET ALONG THE NORTH LINE OF SAID 1.00-ACRE TRACT TO A 1/2" REINFORCED CONCRETE CORNER OF SAID TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 1.00-ACRE TRACT;

THENCE SOUTH 15°30'31" EAST 208.77 FEET TO A 1/2" REINFORCED CONCRETE CORNER OF SAID 1.00-ACRE TRACT IN THE NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY 307;

THENCE SOUTH 75°21'14" WEST 248.25 FEET WITH THE NORTH RIGHT-OF-WAY LINE OF F.M. HIGHWAY 307, TO A 1/2" REINFORCED CONCRETE CORNER OF THE SOUTHWEST CORNER OF THE S TRACT;

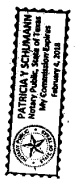
THENCE NORTH 14°39'45" WEST 2813.48 FEET TO A 1/2" REINFORCED CONCRETE CORNER OF THIS TRACT;

THENCE NORTH 75°12'28" EAST 2858.30 FEET TO A 1/2" REINFORCED CONCRETE CORNER OF THIS TRACT IN THE EAST LINE OF SAID SECTION 43;

THENCE SOUTH 15°30'31" EAST 2411.01 FEET TO THE PLACE OF BEGINNING.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS: THAT I DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREBY DESCRIBED PROPERTY AS LAS AGUILAS ADDITION, AN ADDITION TO THE COUNTY OF MIDLAND, TEXAS, BEING A PLAT OF A 159.81-ACRE TRACT DESCRIBED MORE FULLY BY ACTS AND BOUNDS AS FOLLOWS:

WITNESS MY HAND AT MIDLAND, TEXAS, THIS 4th DAY OF February, 2015.



BASH RED, LLC
DANIEL PERAZZAR, CPO

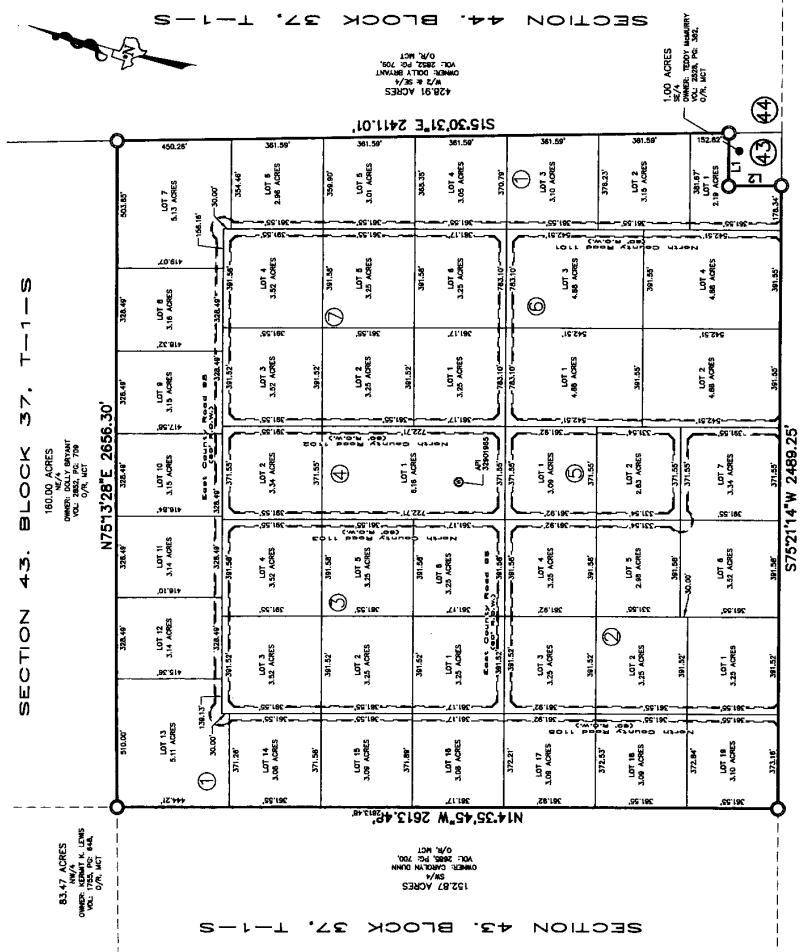
THIS IS A PLAT OF A RECORDED PROFESSIONAL LAND SURVEY OF THE HEREBY DESCRIBED PROPERTY THAT BECAME THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE COUNTY OF MIDLAND, TEXAS.



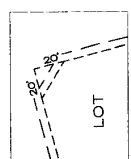
STATE OF TEXAS
COUNTY OF MIDLAND
CITY OF MIDLAND

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. 2015-5242 CABINET 14
DATE 3/10/2015 PAGE 303

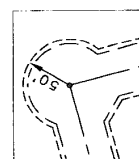
SCHUMANN ENGINEERING CO., INC.
Civil Engineering & Land Surveying
408 N. FIDELITY STREET - P.O. BOX 504
MIDLAND, TEXAS 79702-5004
PHONE (432) 684-5048
FAX (432) 684-8075



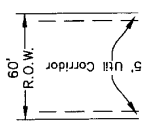
F. M. HIGHWAY 307



TYPICAL 20' X 20' CORNER CUT



TYPICAL 50' KNUCKLE



TYPICAL 60' ACCESS AND UTILITY EASEMENT

SCALE 1 inch = 300 ft

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

SIGNED: [Signature] JAMES R. HANCOCK

SIGNED: [Signature] JAMES R. HANCOCK

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE COMMISSIONERS COURT:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF LAS AGUILAS ADDITION WAS APPROVED BY THE COMMISSIONERS COURT OF MIDLAND COUNTY, TEXAS, ON THE 4th DAY OF February, 2015.

SIGNED: [Signature] JAMES R. HANCOCK

NO.	DATE	DESCRIPTION	BY	FOR NO.	DATE	DESCRIPTION	BY
1	12/27/2015	FINAL PLAT - APPROVED	BS				
1	01/06/2015	DATE	JAE				
		DATE	JAE				
		DATE	JAE				

NOTES:

- BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
- * ASTERISK DENOTES CONTROLLING MONUMENT

LINE TABLE	DISTANCE	BEARING
1	208.77	S75°21'14" W
2	208.77	S15°30'31" E

Know what's below.
Call before you dig.



LEGEND

- SET 1/2" REINFORCED CONCRETE CORNER
- UNREINFORCED CONCRETE CORNER
- OR WELL

LAS AGUILAS ADDITION

***** Electronically Recorded Document *****

Midland County

Alison Haley
County Clerk

Document Number: 2016-32556

Recorded As : ERX-RECORDING

Recorded On: November 18, 2016

Recorded At: 09:25:31 am

Number of Pages: 4

Recording Fee: \$34.00

Parties:

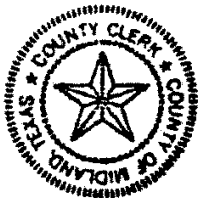
Direct-
Indirect-

Receipt Number: 519848

Processed By: Vangie Montemayor

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.



State of Texas
County of Midland

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly
RECORDED in the named RECORDS of Midland County, Texas as stamped hereon.

County Clerk
Midland County, Texas

RETURN TO:
LONE STAR ABSTRACT & TITLE CO. INC.
GF# 301277 DKB (RCG)

Upon recording, please return to

G. Lance Holland
600 North Loraine
Midland, Texas 79701

Cross - Reference to Declaration recorded under County Clerk's File Number 2015-15218 Official Records of Midland County, Texas.

ABOVE SPACE FOR RECORDER'S USE

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

LAS AGUILAS

THIS AMENDED DECLARATION is made this 17th day of November, 2016 by G.F. Elite Real Estate Holdings, Ltd., a Texas limited partnership (hereinafter, with its successors and assigns, referred to as "Declarant").

WITNESSETH

WHEREAS, on July 1, 2015, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Las Aguilas ("Declaration") which was recorded as Instrument 2015-15218 in the Official Records of Midland County, Texas; and

WHEREAS, pursuant to the terms of Article II, Section 3.a, 3.c. and Article V, Section 2.b. Declarant may amend the Declaration; and

WHEREAS, Declarant wishes to amend certain restrictions in the Declaration; and

WHEREAS Declarant wishes to correct a typographical error in the original Declaration; and

WHEREAS, at the present time Declarant is the owner of in excess of 50% of the Lots.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby makes the amendments described below, which shall apply to such property. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Amended Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors in title, and assigns.

ARTICLE I
Definitions

The definitions set forth in Article I, Section 1.01 of the Declaration are incorporated herein by reference.

ARTICLE II
Amendments

Article III, Section 1 Paragraph b. is amended to read:

No Lot may be resubdivided into less than 1 acre tracts. Any resubdivision must meet the requirements of the City of Midland.

Article III Section 1 Paragraph c.6. is amended to read:

Animal auction barn.

Article III Section 1 Paragraph c.8. is deleted.

Article III Section 1 Paragraph c.9. is deleted.

Article III Section 1 Paragraph is added and reads as follows:

Commercial activities specifically allowed are apartments and mancamps both to include an 8 foot privacy fence around perimeter.

Article V. Section 5 is amended to read:

SECTION 5. REDUBDIVISION OR CONSOLIDATION. No Lot shall be re-subdivided into less than one (1) acre tracts, nor shall any Lots or portions thereof be consolidated, unless the Owner or Owners of such Lots first obtain the approval of the Declarant. Any resubdivision must meet the requirements of the City of Midland.

Lots 4, 5, 15 and 16, Block 1; Lots 1, 2, 5 and 6 Block 3; Lot 1, Block 4; Lots 1, 2, 5 and 6 Block 7 are removed from the Article IV Protective Covenants and are moved to Article III Protective Covenants thus changing them from residential lots to commercial lots.

ARTICLE III
Correction

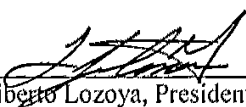
Wherever in the original Declaration the subdivision is referred to as Los Aguilas, the name of the subdivision is hereby corrected to be Las Aguilas.

This Amended Declaration Executed the date and year first written above.

DECLARANT:

G.F. Elite Real Estate Holdings, Ltd.

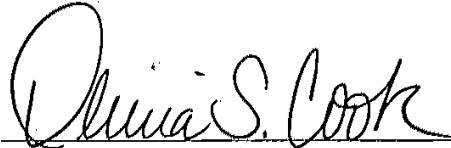
By: Elite Steel Components Management, Inc.
Its: General Partner



Filiberto Lozoya, President

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on November 17, 2016 by Filiberto Lozoya, President of Elite Steel Components Management, Inc., acting in its capacity as General Partner of G.F. Elite Real Estate Holdings, Ltd.



Notary Public, State of Texas

