

Notice of Confidentiality Rights. If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

Declaration of Amended Covenants and Restrictions

Mission Manor Subdivision – Phase II Mission Manor Subdivision – Phase II – A, B, C, and D

This Declaration of Amended Covenants and Restrictions (this "Declaration") is made effective as of the date it is filed of record in the County Clerk's Office of Hidalgo County, Texas, by Mission Manor Homeowners Association, Inc, a Texas nonprofit corporation ("Declarant"). This instrument amends and supersedes the Declaration of Protective Covenants (Document #1987-00023198, Volume 2459, Pages 176-202) and the Amendment to the Covenants, Stipulations, and Restrictions Applicable to Mission Manor Subdivision (Document #764539) recorded in the Official Records of Hidalgo County, Texas.

Article I Recitals

- 1.01 Declarant, Mission Manor Homeowners Association, Inc, owns certain real property (the "property") in Hidalgo County, Texas, described in Article III.
- 1.02 In order to establish a general plan for the improvement and development of the property, Declarant desires to subject the property to certain covenants, conditions, and restrictions upon and subject to which all of the property shall be held, improved, and conveyed.

Article II General Provisions

- 2.01 **Establishment of Restrictions.** Declarant does hereby declare that the property shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges, and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title, and interest therein and shall inure to the benefit of each owner.
- 2.02 **Purpose of Restrictions.** The purpose of this Declaration is to protect the Declarant and the owners of the property against the improper development

and use of the property; to prevent the erection within the property of improvements which are built or constructed of inferior or unsuitable materials; to ensure compatibility of design of improvements within the property; to secure and maintain sufficient setbacks so as to create an aesthetically pleasing environment; to provide proper landscaping and the maintenance thereof; and, in general, to encourage construction of attractive, high-quality, permanent improvements that will promote the general welfare of all owners and occupants.

2.03 Definitions. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings.

- A. Agreed Rate.** On any amount past due owed to the Association, there will be an interest charge equal to 3 percent more than the designated prime rate of Bank of America (or its successor) in McAllen, Texas, or 18 percent per annum, whichever is greater. In no event shall the rate be more than that allowed by law, and if the foregoing calculation results in an unlawful interest rate, the rate charged will be that maximum allowed by law for this type of transaction.
- B. Approved Building.** A building intended for occupancy by adult persons 55 years of age and older to be constructed on a lot which is the subject of plans approved under the terms of Article VI.
- C. Association.** A corporation organized under the Texas Non-Profit Corporation Act, to be known as "Mission Manor Homeowners Association, Inc" or by such other name as may be available at the time of its incorporation, formed for the purpose of maintaining the common area and common facilities, and for other purposes as hereinafter set forth.
- D. Committee.** The Architectural Control Committee (ACC) established in this Declaration, Article VI, Section 6.01.
- E. Common Area.** All property within the boundaries of Mission Manor Subdivision – Phase II not identified on the recorded plat by lot number and/or all property within Mission Manor Subdivision – Phase II designated on the plat as common area.
- F. Common Facilities.** The landscaping, parking, pools, and other common facilities (which may include lights, public and private streets, signs, artistic structures, and the like) which are described in and shall be maintained pursuant to the provisions of this Declaration.
- G. Declarant.** Mission Manor Homeowners Association, Inc, its successors and assigns. Mission Manor Homeowners Association, Inc, is comprised of all the lot owners as described in this Declaration.

- H. **Declaration.** This Declaration of Amended Covenants and Restrictions, as same may be amended from time to time.
- I. **Improvement or Improvements.** All structures or other improvements to a lot of any kind whatsoever, whether above or below grade, including, but not limited to, buildings, utility installations, storage and parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading and earth movement, and any exterior additions, changes, or alterations thereto.
- J. **Lot.** Any tract of land within the property other than the common area. Two or more contiguous lots shall be deemed to be one lot for voting and assessment.
- K. **Lot Deed.** Each deed of an owner conveying title of a lot to a person.
- L. **Occupant.** Any person legally entitled to occupy and use any part or portion of a lot.
- M. **Owner.** The record owner, whether one or more persons, of the fee simple title to any portion of the property.
- N. **Percentage Interest.** The number one (1) divided by the then number of members of the Association.
- O. **Person.** A natural person, firm, corporation, partnership, or any legal entity—public or private.
- P. **Property.** The real property described in Section 3.01 below.
- Q. **Setback Area.** The area of any lot between a setback line affecting such lot as provided by Section 5.04, and the boundary line(s), street curb line(s), or other line(s) to which such setback line relates.

*Should be
6.04*

Article III Property Subject To This Declaration

- 3.01 **Description of Property.** The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is described as follows:

All of Mission Manor Subdivision – Phase II and/or Mission Manor Subdivision – Phase II – A, B, C, and D as shown by the map or

plat thereof on file in the Office of the County Clerk of Hidalgo County, Texas.

- 3.02 Mineral Exception and Surface Waiver.** There is hereby excepted from the property all oil, gas, and other minerals in, on, and under the property which have not been previously reserved, but Declarant (a) hereby waives, and will, if requested, confirm such waiver in each lot deed, its right to use the surface of the property for exploration for, or development for production of oil, gas, and other minerals; and (b) agrees for itself, its successors and assigns (including, without limitation, any lessee(s) of all or any portion of the mineral estate of the property) that no portion of any well shall be drilled under and/or through the property at a depth of less than two hundred (200) feet, or bottom or completed under the property at a depth of less than two thousand (2,000) feet, in each instance as measured vertically from the surface of the property.
- 3.03 Existing Easements and Proposed Plat.** Subsequent to the date hereof, Declarant will execute and cause to be recorded a plat of the property, which plat will evidence the dedication of certain parking, street, and utility easements and will establish certain other dedications, limitations, reservations, and restrictions applicable to the property. All dedications, limitations, reservations, and restrictions to be established by and shown on such plat are incorporated herein by reference and made a part hereof for all purposes. Any reference, caption or provisions which may be contained in or appear on the face of such plat indicating that any portion of the property is "unrestricted" shall not in any manner operate or be construed to negate or affect in any manner the applicability of this Declaration or any provision hereof to the property.

ARTICLE IV AGE RESTRICTIONS - HOUSING FOR OLDER PERSON

- 4.01** The Property is intended to constitute housing intended and operated for occupancy by at least one person fifty-five (55) years of age or older per Approved Building under the Fair Housing Amendments Act of 1988, U.S.C. § 3600, et seq. (the "Fair Housing Act") and the Housing for Older Persons Act of 1995, 42 USC § 3607(b)(2)(C) ("HOPA"). Except as provided below, at least one occupant of each Approved Building must be 55 years of age or older (an "Age-Qualified Occupant"), and no person under eighteen (18) years of age shall occupy or reside in an Approved Building for more than sixty (60) days in any twelve (12) month period. The Board, in its sole and absolute discretion, shall have the right and power to determine when a person "occupies or resides" in an Approved Building.
- 4.02** In order to accomplish the intended use of the Property for housing of persons aged 55 years or older, except as otherwise provided by Section 4.03 herein, the occupancy of each Approved Building shall be limited to a single-family

consisting of at least one occupant who must be 55 years of age or older (an "Age-Qualified Single Family"). For purposes herein, an Age-Qualified Single Family shall mean either:

- (1) an owner or tenant who is 55 years of age or older and such owner's or tenant's adult spouse or significant other, who must be at least 18 years of age, plus no more than: (a) one single unrelated adult care taker who must be at least 18 years of age; (b) one single adult son or daughter who must be at least 18 years of age; or (c) one married adult son or daughter who must be at least 18 years of age and his or her adult spouse who must also be at least 18 years of age; or
- (2) a single owner or tenant who is younger than 55 years of age but at least 18 years of age, or a married owner or tenant and his or her spouse, both of whom are younger than 55 years of age but at least 18 years of age, who reside with a parent of the owner or tenant or his or her spouse, who must be at least 55 years of age, and such parent's adult spouse or significant other, who must be at least 18 years of age.

For purposes herein, a person shall constitute a "significant other" of an owner or tenant who is 55 years of age or older if the person cohabitates with such owner or tenant and such owner or tenant considers the person important to his or her well-being and they are in a relationship that is similar to that of a spouse or involves intimate companionship.

4.03 Notwithstanding anything to the contrary, following the death of an Age-Qualified Occupant who was the only Age-Qualified Occupant of an Approved Building, the surviving spouse or significant other of the deceased Age-Qualified Occupant may continue to reside in the Approved Building even if he or she is under the age of 55 until such time as the Lot is sold or transferred to another person, but in no case may any such person reside in or occupy an Approved Building if such occupation would cause the number of Lots in the Property occupied solely by persons under 55 years of age to exceed twenty percent (20%) of the Lots in the Property. This exception to the required occupancy of an Age-Qualified Occupant shall terminate if the surviving spouse or significant other of the deceased Age-Qualified Occupant subsequently marries or cohabits with a person who is not 55 years of age or older.

4.04 The time period that an Age-Qualified Occupant is absent from an Approved Building due to hospitalization or temporary residence in a skilled nursing or assisted living residence, if the Age-Qualified Occupant intends to return home, will not be counted as time during which the Age-Qualified Occupant is not occupying the Approved Building.

- 4.05 No Lot in the Property shall be conveyed whether by sale, lease, release, or renewal of existing lease, to any party buying, leasing, releasing, or renewing a lease for the benefit of an identified or prospective occupant grouping without at least one member of such identified or prospective occupant grouping being 55 years of age or older. Nothing contained in this paragraph shall prohibit the conveyance of a Lot to: (1) parties taking possession and/or ownership of such property for the benefit of one or more adult relatives, 55 years of age or older, and such relative or relatives in fact being the actual occupants of such property; (2) households purchasing property for future occupancy for such future time as when at least one person belonging to such household is 55 years of age or older.
- 4.06 The Association, acting through the Board of Directors, shall adopt, publish and enforce policies and procedures and rules and regulations as are deemed necessary by the Board in order to demonstrate an intent for the Property to be restricted for providing housing for persons that are 55 years of age or older and to maintain the status of the Property as housing for older persons under the Fair Housing Acts. Such policies and procedures shall provide for verification of the age of the residents by reliable surveys and affidavits, and each resident, if requested to do so by the Association, shall furnish the Association with the names and ages of all occupants of the residential unit and such affidavits and other documents as the Association may request to verify the ages of such occupants.
- 4.07 Advertising, Marketing, and Sales. All advertising, marketing, and sales materials or displays of any kind shall reflect that the Property is intended for housing for older persons. Ads shall substantially contain the following language: "55+ Age Restricted", "55+ Adult Community", or "Mission Manor is intended and operated for residents 55 years of age or older as defined in the Housing for Older Persons Act ("HOPA")." Any sale and rental agreement shall be in writing and shall (1) provide that occupancy of the property shall be subject to the provisions of the Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association (the "Governing Documents") and (2) state the following: "Mission Manor is intended and operated for residents 55 years of age or older as defined in the Housing for Older Persons Act ("HOPA")." In addition, rental agreements shall provide that failure by the lessee to comply with the terms of the Governing Documents shall be in default under the agreement. Sale and Rental Agreements shall be approved by the Board as to form and content prior to execution.
- 4.08 The Board shall be responsible for maintaining and updating at least once every year, records of all occupants of Lots, including verifying each Occupant's age by means of reliable surveys and affidavits and age-verifying documentation, including a birth certificate, driver's license, passport, immigration card, or military identification. To accomplish such task, the Board shall conduct a census of the occupancy of all lots in the Property and may

request from each Owner age-verification information regarding the Occupants of all Approved Buildings on his or her Lot. The information requested shall relate to confirmation of the ages of all Occupants of an Approved Building. Such information shall be kept confidential by the Association except as required by law, including defense by the Association of any claims regarding the age 55+ occupancy restriction.

- 4.09** Pursuant to a written request from the Board, each Owner shall be responsible for timely providing truthful, current age-verifying information for all Occupants of an Approved Building, which may include age-verifying documentation such as a birth certificate, driver's license, passport, immigration card, or military identification or other documentation satisfactory to the Board. It is the responsibility of the current Owner of the Lot to verify the proof of age in the event of a change of occupancy from circumstances such as a transfer of title, lease or sublease of a Lot or any other change in residency. This is not intended to restrict ownership or transfer title of any Lot. Each current owner is solely responsible for ensuring their Lot complies with the age restrictions in the community, and including 55 plus written language in rental agreements, leases or sales contracts, and disclosing to every potential Occupant that the Lot is within a 55 or older housing community and subject to the community maintaining its status as a 55 and older housing community under the Fair Housing Act guidelines.
- 4.10** If an Owner shall fail to timely provide applicable age-verification information to the Board of Directors within ten (10) business days from the date a written request for such information is sent to the Owner, the Board may assess a daily fine against such Owner in an amount not to exceed \$25 per day until the Owner provides the requested age verification information to the Board of Directors.
- 4.11** It is likely that there will be further changes in the statutory laws affecting housing for older persons after the date this Declaration is recorded. Therefore, to avoid further amendments to this Declaration, which may be needed due to subsequent changes in the statutory laws pertaining to age restrictions, the Association's Board of Directors shall be empowered to promulgate Rules and Regulations to implement and comply with any such statutory laws and to amend such Rules and Regulations from time to time to achieve compliance with any subsequent legislation or court rulings pertaining to age restrictions. The age restriction provisions of this section shall be deemed to have been amended by any Rules and Regulations promulgated by the Board under the authority of this section and recorded in the Official Public Record of Hidalgo County, Texas, and all Owners, residents and prospective purchasers shall be deemed to have constructive notice of any such Rules and Regulations.

Article V

Regulation of Uses

- 5.01 Permitted Uses–Common Area.** The only permitted uses of the common area shall be the construction, operation, use, maintenance, repair, renewal, reconstruction, and replacement of the common facilities for the common use and benefit of the owners and occupants.
- 5.02 Permitted Uses–Property Other Than Common Area.** All of the property not within the common area shall be solely for single family residential use by adults 55 years of age and older. See Paragraph 6.06B.
- 5.03 Prohibited Uses and Operations.**
- A.** All uses and operations other than that specified in Section 4.01 above are prohibited within the common area.
 - B.** The following operations and uses shall not be permitted on any portion of the property:
 - 1. Industrial use.
 - 2. Any enterprise which involves the presence on property within the subdivision of customers or purchasers or prospective customers or purchasers. This provision is intended to prohibit business or commercial activity within the subdivision.
 - 3. Commercial excavation of building or construction materials (but not including excavation in connection with the construction of improvements).
 - 4. Dumping, disposal, incineration, or reduction of garbage, sewage, dead animals or refuse, or the construction or operation of water or sewage treatment plants, or electrical substations.
 - 5. Refining of petroleum or of its products.
 - 6. Smelting of iron, tin, zinc, or other ores.
 - 7. Drilling for and/or removal of oil, gas, or other hydrocarbon substances.
- 5.04 Other Uses.** Uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted as to the portions of the property except the common area at ground level and above, in a specific case if a Proposed Use Plan describing such proposed use, in such detail as the Committee may request reasonably, is submitted to and approved in writing by

the Committee. Approval or disapproval of any such Proposed Use Plan shall be based upon the effect of such use on other portions of the property and upon the occupants thereof. If the Committee fails either to approve or to disapprove any such Proposed Use Plan within thirty (30) days after such plan has been submitted to it, it shall be conclusively presumed that the Committee has disapproved such proposed use.

Article VI Regulation of Improvements

- 6.01 General.** No improvement shall be constructed, erected, placed, altered, maintained, or permitted on any lot unless it complies with the provisions of this Article VI and is approved by the Committee in the manner provided in Article VII.
- 6.02 Design.** All improvements, including carports, as to matters of exterior design and materials used, shall be compatible and in harmony with existing or approved improvements and shall adhere to the following requirements.
- A.** Only new construction materials (except for used brick) shall be utilized in constructing any building situated on a lot, unless the Committee shall expressly approve in writing the proposed use of used construction materials.
 - B.** All residential structures shall have not less than 51% masonry or stucco construction, or its equivalent at the discretion of the Committee, on the exterior wall area, except that detached garages may have wood siding of a type and design expressly approved by the Committee.
 - C.** All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceiling, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.
 - D.** Construction shall commence, as defined above, within 36 months of the date of authorization by the Architectural Control Committee to commence. Should an owner of a lot sell his lot during this 36-month

period, the new purchaser shall have not more than 12 additional months to commence construction.

- E. No sidewalks, except as provided in Paragraph 6.02M shall be permitted on any lot without the express written consent of the Committee. The plans for each building on each lot shall include plans and specifications for any required sidewalk and any other proposed sidewalk, and such required sidewalk, and other approved sidewalks, if any, shall be constructed and completed before the main residence is occupied.
- F. No window or wall-type air conditioners shall be permitted to be used, placed, or maintained on or in any building in any part of the property.
- G. All structures situated on any lot shall have roofs as approved by the Committee.
- H. No electronic antenna or device of any type shall be erected, constructed, placed, or permitted to remain on any of the lots or improvements thereon without the approval of the Committee except satellite dishes.
- I. No residential structure erected on any lot shall have more than one and one-half (1½) stories. No residential structure with an exterior area of less than 750 square feet exclusive of the area of attached garages, porches, or other appurtenances or appendages, shall be erected on any lots.
- J. Structures shall be located on lots that conform to the setbacks shown on the subdivision plat.
- K. No walls, fences, or hedges shall be erected or maintained nearer to the front lot line than the walls of the dwelling situated on such lot which are nearest to such front line, unless otherwise approved in writing by the Committee. All side or rear fence and walls must be at least six (6) feet in height, and no taller than seven (7') feet in height, unless otherwise approved in writing by the Committee.
- L. Fences must be of ornamental iron, wood, vinyl, aluminum, and/or masonry construction. No chain link fences shall be permitted.
- M. Each owner of a lot located in lots 62–137, inclusive, shall, within a reasonable time from the date of purchase of the lot, and prior to the occupancy of any improvements, purchase, install, and maintain a four-foot sidewalk across that owner's respective lot. The exact location of the sidewalk shall be designated by the Committee.

6.03 Underground Utilities. In all instances, unless prohibited by the governmental body or public utility entity furnishing such utility service, all electrical,

telephone, water, and other utility lines and the connection thereto shall be located underground; provided, however, that connections may be above ground level if enclosed within a building or screen. The location of all above-ground utility connections which (1) are not within a building and (2) the location of which (as screened) is visible from the common area, shall be subject to the prior written approval of the Committee. Any provision in this Declaration to the contrary notwithstanding, (1) any utility installations below grade in any utility assessment shall not require the approval of the Committee, and (2) there is no requirement that any utility poles or lines located above ground within the property as permitted in this section be screened.

6.04 Setback Lines.

- A. The following setback lines on the property are hereby established:
 - 1. Those setback lines shown on the plat.
 - 2. Such side yard setback lines as the Committee may, from time to time establish.
- B. In the event the provisions of this section ever shall be construed to create more than one setback line along any boundary line of a lot, the setback line which creates the larger setback area shall prevail.
- C. No improvements on or above natural ground level may be located within a setback area other than utility installations, landscaping (including berms or other sculptured landscaping), signs, lighting, sidewalks, walkways, streets, driveways, drives, and mail boxes.

6.05 Residence Buildings and Garages. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any lot other than a single-family residence, with appurtenances incident to single family use, and no structure shall be occupied or used until the exterior construction thereof is completed. Each single family residence situated on a lot shall have an enclosed, attached or detached garage for not less than one (1) nor more than two (2) automobiles. No such detached garage shall have more than two (2) stories. No carport shall be built, placed, constructed, or reconstructed on any lot except that carports may be constructed on lots 1 through 61, inclusive, provided such carports are located behind a front fence. No garage shall ever be changed, altered, reconstructed, or otherwise converted for any purpose inconsistent with the garaging of automobiles. All owners, their families, tenants, and contract purchasers shall, to the greatest extent practicable, utilize such garages for garaging of vehicles belonging to them.

6.06 Ownership and Use of Lot. Owners shall restrict the use of the property so that it is a private, residential, adult subdivision, in which all of its lots are

occupied by at least one person 55 years of age or older. The restrictions, stipulations, and conditions set out below are designed to maintain this intent. Children under 18 years of age may visit the property for a period of not more than sixty (60) days in any one calendar year. No children under 18 years of age shall be permitted to use common area unless accompanied by their adult host, who is responsible for directly supervising minors during all visits.

- A. No owner shall occupy or use his lot or residence and such outbuildings as are customarily appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence of the owner, his family, guests, and tenants.
- B. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of lots for garage apartments or other apartment use. No lots shall be used or occupied for any business, commercial, trade, or professional purpose, either apart from or in connection with the use thereof as a private residence, whether for profit or not that is in violation of any municipal regulation or ordinance.
- C. By acceptance or a conveyance of a piece of property in this subdivision, the grantee or grantees therein contracts and agrees to be bound by the above rules and prohibition. Any owner who allows his tenant or tenants to violate these or any other covenants shall be liable and held responsible for his tenant's acts. It shall be the duty of every owner acting as a seller or lessor of a lot in this subdivision to furnish the new or prospective purchaser or tenant with notice of this Declaration, as amended, and the specific provisions of this section at the time of sale or lease of such lot.

6.07 Temporary and Other Structures. No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any lot, either temporarily or permanently and no residence house, garage, or other residence house, garage, or other structure appurtenant thereto, shall be moved upon any lot from another location. Owners of lots 1 through 61, inclusive, may store functioning motor homes on such owners' lots, provided they are stored no nearer to the front lot line than the walls of the dwelling situated on such lot and are blocked from public view by a solid gate or fence at least six (6) feet tall. No motor home shall be stored on a lot that does not have a dwelling erected on such lot. No owner shall allow the running of a generator or other device emitting noise on a motor home stored on the owner's lot. No sewer dumps shall be allowed. No motor home stored on a lot shall be rented to any person. No motor home stored on a lot shall be occupied continuously for longer than thirty (30) days.

Storage sheds, not to exceed nine (9) feet in height at its highest point, shall be allowed on lots with approval of the Committee.

6.08 Nuisance. No noxious or offensive activity shall be carried on or permitted upon any lot or upon the common area or common facilities, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other owners, or impede the natural drainage thereon. The Committee shall have the sole and exclusive discretion to determine what constitutes a nuisance or an annoyance. No trucks larger than three-quarters of a ton, motor vehicles not currently licensed, boats, trailers, campers, motor homes (except as provided in Section 6.07) or mobile homes, or other vehicles shall be permitted to be parked on any lot, except in a closed garage, or covered carport enclosed on two sides with a garage-type door, or on any street, except passenger cars and trucks smaller than three-quarters of a ton may be parked on the street in front of the lot for a period not to exceed ten days in any twenty-day period. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway, or other portion of the common area or common facilities. The use or discharge of firearms, firecrackers, other fireworks on the property is prohibited. No motor bikes, motorcycles, motor scooters, go-carts, or other similar vehicles shall be permitted to be operated on the property, if, in the sole judgment of the Board of Directors of the Association, such operation by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance. No owner shall conduct more than once every six months, any garage-type sale within the subdivision. All such sales shall extend for a maximum of two days.

6.09 Signs. Except for signs, billboards of other advertising devices displayed by Declarant for so long as Declarant or any successors or assigns of Declarant to whom the rights of Declarant under this section are expressly transferred, shall own any portion of the properties, no sign of any kind shall be displayed to the public view on any lot or the common area, except:

A. Builders may display one (1) sign of not more than five (5) square feet on a lot to advertise the lot and any residential structure situated thereon for sale during the sales and/or construction period.

B. Any owner may display one (1) sign of not more than four (4) square feet on a lot or an improved lot with a residential structure to advertise the lot for sale or the lot and residence for sale or rent.

C. Under A and B above the sign must not be homemade.

6.10 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or on any portion of the common properties, except that dogs, cats, or other common household pets (not to exceed two [2] adult animals

each weighing forty pounds or less) may be kept, but they shall not be bred or kept for commercial purposes. Provided, however, that such pets as may be kept pursuant to the foregoing, shall not be allowed to roam free, but kept either inside the residential structure of the owner, within the confines of such fence or walls permitted to be constructed on such lot, or upon leash and under the control of such pets' respective owner.

- 6.11 Removal of Dirt.** The digging of dirt or the removal of any dirt from any portion of the common area is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.
- 6.12 Garbage and Refuse Storage and Disposal.** All lots and the common area shall at all times be kept in a healthful, sanitary, and attractive condition. No lot or any part of the common area shall be used or maintained as a dumping ground for garbage, trash, junk, or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers constructed of metal, plastic, or masonry materials with tightly fitting lids, which shall be maintained in a clean and sanitary condition. No trash and garbage shall be placed for pickup more than twelve hours prior to the scheduled pickup time. No lot shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the lot, or stored in a suitable enclosure on the lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any lot.
- 6.13 Easements for Streets and Driveways in the Common Area.** There are hereby created easements for drainage and vehicular and pedestrian access over and across all portions of the common area which are and hereafter shall be coextensive with any streets or driveways.

Article VII Manner of Control of Improvements

7.01 Architectural Control Committee (ACC).

- A. Purpose.** The ACC is established as a Committee of the Association to assist the Association in ensuring that all residences, structures, and landscaping within the subdivision are aesthetically compatible and conform to the governing documents.

- B. **Members.** The ACC consists of at least 2 persons appointed by the Board. The Board may remove or replace an ACC member at any time.
- C. **Term.** ACC members serve until replaced by the Board or they resign.
- D. **Standards.** Subject to Board approval, the ACC may adopt standards that do not conflict with the other governing documents to carry out its purpose. On request, owners will be provided a copy of any standards.
- E. **Members of the ACC may use their discretion and subjective values but shall not be arbitrary or capricious in exercising their decisions.**

7.02 Control of Improvements. No improvement shall be constructed, erected, placed, altered, maintained, or permitted on any lot without the prior approval of the Committee of the plans (as defined below) therefor, obtained in the manner hereinafter set forth. Approvals under this article shall be granted by the Committee if the plans do not violate any provision of this Declaration.

7.03 Submission to Committee. To secure the approval (the "final approval") of the Committee required in Section 7.02, an owner shall deliver to the Committee in form and substance reasonably satisfactory to the Committee the number of complete sets hereinafter set forth of.

- A. The "design development plan" which shall include:
 - 1. A site plan ("lot site plan") showing the location, dimensions, and orientation to lot boundary lines and the setback lines of the proposed building(s), parking garage, other structures, means of ingress and egress, driveway, and traffic patterns.
 - 2. Design elevation of, and a core plan for, and description of the height and size of each building.
 - 3. A description of the exterior materials concept for each building.
 - 4. The number of surface parking spaces, if any.
 - 5. Description ("proposed use plan") of the proposed use of improvements and lot (which use shall be governed by the provisions of Article V hereof).
 - 6. Grading and drainage plans including the invert elevation of all sanitary and storm sewer connections and the location of all utility connections.

- B. Drawings and detail of all exterior surfaces, showing elevations, and including the color, quality, and type of exterior construction materials (collectively, the "exterior plan").
- C. The landscaping plan.
- D. The type, style, size, and candle power of all outdoor lighting fixtures (the "lighting plan").
- E. All such other information as may be reasonably required which will enable the Committee to determine the location, scale, design, character, style, and appearance of such owner's intended improvements.

All of the foregoing (collectively, as originally submitted and as revised and resubmitted, the "plans") shall conform to the applicable provisions of this Declaration.

The owner shall supply two sets of all required items.

7.04 Design Concept Approval. An owner may obtain preliminary approval (the "design concept approval") by the Committee of such owner's design concept for his proposed improvements by submitting to the Committee the number of sets required in Section 7.03 of the design development plan. The design concept approval, if given, shall embrace only the elements of the design development plan and, except as provided in Section 7.03, no construction of the improvements contemplated by the design development plan shall be commenced until the plans for such improvements are approved as provided for in this Article VII. When the plans for such improvements are submitted to the Committee, the elements of the plans which correspond to the design development plan previously approved in the design concept appraisal shall be approved by the Committee unless such corresponding elements of the plans reflect a material departure from the design development plan.

7.05 Time for Review of Plans. Within thirty (30) days after the owner has served written notice upon the Committee that it desires to obtain design concept approval or final approval (as applicable) and has submitted to the Committee the design development plan or the plans (as applicable, and in either case, the "submitted plans"), the Committee shall notify owner in writing whether the submitted plans are approved or disapproved. The Committee shall approve the submitted plans if such submitted plans do not violate this Declaration. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Should the Committee fail to approve or disapprove the submitted plans in writing within such thirty (30) day period, then approval of the Committee shall be conclusively presumed to have been granted; if the submitted plans deemed to have been approved consist of less than all of the plans, final approval shall not be deemed to have been granted. If final

approval is being sought, no construction of the improvements provided for in the submitted plans shall be commenced until the expiration of the aforementioned thirty (30) day period or the receipt of the Committee's written approval of the plans for such improvements, whichever shall first occur. The Committee, by unanimous vote only, may (a) defer the submission of the landscaping plan or the lighting plan (as applicable, the "deferred plans") to such point in time as it may determine, but in no event later than substantial completion of the improvements to which such deferred plans relate, and (b) permit commencement of construction of such improvements upon approval by the Committee of only the other elements of the plans (but such approval shall never embrace less than the design development plan and the exterior plan). If the Committee does elect to so defer submission to it of elements of plans for improvements, the Committee may condition such deferral on such agreements and undertakings (the "deferral agreements") of the owner requesting such deferral as the Committee in its discretion deems necessary or appropriate to ensure the timely submission, approval, and implementation of the deferred plans for such improvements. Any default by an owner under the terms of any of the deferral agreements shall be deemed to be a breach of or failure to observe these protective covenants and, in addition to all other remedies and recourses, the Association (and each other owner) shall have each and all of the rights, remedies, and recourses set forth in Section 13.03 hereof.

7.06 Time for Review of Revised Plans. If the Committee shall disapprove any part of the submitted plans, the owner may revise the submitted plans to incorporate such changes and may deliver the required number of complete sets of revised submitted plans to the Committee and the Committee shall have fifteen (15) days within which to review such revised submitted plans to determine owner's compliance with the Committee's requested changes. Should the Committee fail to advise owner in writing of whether or not the revised submitted plans are in compliance with the suggested changes within the fifteen (15) day period, then the Committee's approval shall be conclusively presumed to have been granted, subject to the conditions provided for in Section 7.04 applicable to such presumption.

7.07 Changes in Approved Plans. The owner shall secure the approval of the Committee to any material change or revision in approved plans in the manner provided in this article for the approval of plans. The Committee shall endeavor to review such changes or revisions within a shorter period of time than the thirty (30) day period provided, but shall not be required to so do.

Article VIII Lot Maintenance

8.01 Owner's Maintenance.

- A. Each owner shall at all times be obligated (“owner’s maintenance obligation”) to maintain, repair, replace, and renew or cause to be maintained, repaired, replaced, or renewed all improvements on his lot (and the area between the boundary lines of each owner’s lot and adjacent street if such area is not otherwise maintained), so as to keep same in a clean, sightly, safe, and first-class condition consistent with its original intended appearance. Owner’s maintenance obligation shall include, but not be limited to, the maintenance of all visible exterior surfaces of all buildings and other improvements, the prompt removal of all paper, debris, refuse, and dead and diseased trees and plantings from all areas of his lot; the repair, replacement, cleaning, and relamping of all lighting fixtures; the mowing, watering, fertilizing, weeding, replanting of grass, or maintenance of stone; and during construction of improvements on a lot, consistent cleaning of dirt, construction debris, and other construction-related refuse from streets, and storm drains and inlets. The drying of clothes in full public view is prohibited and the owner or occupant of any lot at the intersection of streets or adjacent to parks, playgrounds, waterfront, or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the drying of clothes from public view.
- B. If any improvement is damaged or destroyed, the owner shall diligently proceed to restore such improvement to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such improvement and landscape the lot pursuant to the landscaping plan approved as provided in Article VII.
- C. In the event an owner does not commence construction of improvements within eighteen (18) months of the date of acquisition of a lot, the owner shall landscape his lot with no less than an appropriate groundcover, such as grass, sod, or stone and thereafter maintain such groundcover in a clean, neat, and safe condition, keeping same free of weeds and mowed until the commencement of construction of such improvements. The aforesaid eighteen (18) month period may be extended with the written approval of the Committee.

8.02 Association’s Right to Perform Owner’s Maintenance. If the owner shall fail to perform the owner’s maintenance obligation as aforesaid, or the landscaping work in accordance with the provisions of Article VI, the Association may give written notice to the owner specifying the manner in which the owner has failed to so perform. If such failure has not been corrected within ten (10) days after such notice, or if such work, if it cannot be completed within such ten (10) day period, has not been commenced within such period and thereafter diligently prosecuted to completion, the Association may enter upon the lot and perform such work. The Association by reason of its performing such work shall not be

liable or responsible to the owner for any losses or damages thereby sustained by the owner or anyone claiming by or under the owner except for gross negligence or wanton acts. The cost of such work shall be assessed against the owner and paid by the owner within thirty (30) days of the date Association renders a statement therefor, which statement shall specify the details of the work performed by the Association and the costs thereof. Such statement may include, at the option of the Association, a charge of ten percent (10%) of the direct costs thereof to help defray the Association's administrative expenses connected with performing such work. The provisions of Sections 11.03, 11.04, and 11.05 shall apply to the aforesaid assessment.

Article IX Common Area Maintenance

9.01 Association's Maintenance Obligations.

- A.** The Association shall be obligated (the "common area maintenance obligation") to maintain, repair, replace, and renew or cause to be maintained, repaired, replaced, or renewed the Common Area and the Common Facilities in a clean, sightly, safe, and first-class condition. Maintenance, to the extent not performed by a governmental authority, shall include (a) the repair, replacement, renewal, and cleaning of all lighting fixtures, signs, entrance monuments and markers, traffic control signals and signs; (b) the mowing, watering, fertilizing, weeding, replanting and replacing of landscaping; and (c) the maintenance of liability and casualty insurance on and with respect to, and the payment of ad valorem taxes assessed on the common area and common facilities. Notwithstanding the foregoing, maintenance of the land within public utility easements shall be for the purpose of keeping such land in a clean and sightly condition. The Association may (but shall not be obligated to) repair or reconstruct public streets within the common area.

- B.** The Association may engage, as an independent contractor or company, any responsible person it may select to perform on behalf and as agent of the Association, the following functions:
 - 1. The common area maintenance.
 - 2. The calculation of the cost of common area maintenance.
 - 3. The calculation and rendition to the participating owners of statements for the common area maintenance assessments.

4. The collection of the common area maintenance assessments and the disbursement thereof to pay the cost of common area maintenance.
5. All other general duties and responsibilities fairly related to the foregoing functions and the duties and responsibilities of the Association set forth in this Declaration.

9.02 Easements for Common Area Maintenance. Perpetual nonexclusive easements for ingress and egress over, under, across, in, and upon the property are hereby declared, created, and reserved by the Association for the benefit and use of the Association, its successors and assigns, agents and employees, to provide reasonable access to common areas and to enter upon the property for the purposes of performing the common area maintenance required under Section 9.01.

8.03 Common Area Dedication. Notwithstanding anything contained in this Declaration to the contrary, the Declarant, shall have the right, power, and authority to dedicate to any public or quasi-public authority waterlines, sanitary sewer systems, storm water facilities, and streets situated in the common area. Such dedication and acceptance thereof shall not in and of itself relieve the Association from the obligation of maintenance of the land and facilities located within dedicated areas, nor relieve the owners of the obligation to participate in the payment of the cost of such maintenance as herein provided.

Article X Association

10.01 Membership. Each owner shall be a member of the Association. Membership shall be appurtenant to ownership of a lot. Every person or entity who becomes an owner of any lot subject to the provisions of this Declaration and which is subject to assessment by the Association automatically shall be a member of the Association by acceptance of a deed of conveyance.

10.02 Voting Rights.

- A. Each member shall be entitled to **one vote for each lot** in which he holds the interest required for membership. When more than one person holds such interest, all such persons shall be members and the vote for such lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot. Members who are delinquent in paying assessments shall not be entitled to any voting right except in the amendment of the covenants and restrictions governing the subdivision.

B. The Association shall adopt bylaws which shall specify the required vote to approve any proposition voted on by the members.

10.03 Board of Directors—Powers and Duties. The Board shall have all powers allowed by law to be exercised. The Association, acting through its Board of Directors, may exercise all the powers given a non-profit corporation or a homeowners' association, provided by Texas and Federal law.

10.04 Association's Common Area Maintenance Obligations. The Association shall perform the common area maintenance as set forth in Article IX.

10.05 Additional Powers. The Association, to the extent the Board deems appropriate for Association purposes, shall have the power to own real and personal property, to open bank accounts, to enforce this Declaration as herein provided, to obtain policy or policies of insurance insuring the Association and its members, to contract for legal, accounting, and other professional services, to borrow funds, to employ employees directly or through an operator, and to otherwise do that which it believes necessary to protect or defend the common area and common facilities, the Association, and the property from loss or damage by suit or otherwise.

Article XI Assessments Levied by the Association

11.01 Owners' Participation in Cost of Common Area Maintenance.

A. The cost of common area maintenance shall be borne by the members, in accordance with their respective percentage interest, and each member shall pay to the Association its share of the cost of common area maintenance in the manner provided in the bylaws.

B. The cost and expenses of performing the common area maintenance (the "cost of common area maintenance") shall include, but not be limited to, fees and reimbursements paid to an operator engaged by the Association to perform the common area maintenance, reserves for repair, replacement, or renewal of specified common facilities, all costs of materials, labor, supplies, insurance, professional and service fees, taxes and special assessments levied against common area, and all other costs and expenses incurred by the Association which fairly relate to the common area, the common facilities, and common area maintenance.

C. Each member's share of the cost of common area maintenance shall be assessed to him and his lot by the Association as stated in the bylaws. The amount shall be determined by the Board and may include a cushion amount in order to maintain a reserve.

- 11.02 Personal Obligation for Assessments and Creation of the Lien.** Each owner by his acceptance of a lot deed, whether or not such obligation be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to have covenanted and agreed to pay to the Association, commencing upon receipt of the first statement therefor, all common area maintenance assessments (together, the "assessments") as are levied or charged pursuant to the provisions of this Declaration. All assessments, together with interest and late charges thereon and the costs of collection, if any, as herein provided, shall be charged as a continuing lien upon the lot owned by the owner against which each such assessment is made. Each such assessment, together with interest, late charges, and costs thereon, shall, in addition, be the personal obligation of the owner of such lot at the time the assessment was made. Interest on unpaid assessments shall be at the rate defined under Section 2.03 of this declaration and late charges shall be the amount set by the Board not to exceed any limit set by law.
- 11.03 Fixing of Assessments.** The assessments shall be fixed by the Association, in its reasonable discretion, giving due consideration to the anticipated cost of common area maintenance. If at any time the Association determines that the assessments for that calendar year are insufficient to discharge the cost of common area maintenance costs to be incurred or payable during that calendar year, the Association may increase the assessments to cover such cost of common area maintenance (incurred or to be incurred), and such increase shall become effective at the beginning of the next annual period of such calendar year. If the determination is made during the calendar year due to unforeseen expenses, the increased assessments will be due as directed by the Board, with an invoice mailed 30 days prior to due date. The Board shall estimate the cost of common area maintenance for the coming year and the assessments shall be assessed and paid annually in advance. The amount shall be determined by the Board and may include a cushion amount in order to maintain a reserve.
- 11.04 Delinquent Assessments.** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest at the maximum rate permitted by law from the due date until paid. The Association may bring an action at law against the member personally obligated to pay the same, or may foreclose the lien against the property. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance with Tex. Prop. Code Ann. Section 51.002, as it may be amended from time to time (the "Foreclosure Statute"), in like manner of any deed of trust on real property. The costs and reasonable attorney's fees for any such foreclosure or other enforcement action shall be added to the amount of any unpaid assessments due at the time of the non-judicial foreclosure. The lien provided to secure the assessments shall also secure the payment of the costs and attorney fees. In connection with the lien

created herein, each member grants the Association, whether expressed in the deed or other conveyance to the member, a power of sale to be exercised in accordance with the Foreclosure Statute. At any foreclosure proceeding, any person, including but not limited to the Association and any member, shall have the right to bid for the lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a tract is owned by the Association following foreclosure, no assessment shall be levied on it. Suit to recover a money judgment for unpaid assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot.

Any member whose privileges have been denied under this section shall have the duty to surrender to the Board any key to common facilities.

- 11.05 Subordination of Lien to Mortgage.** The lien for any assessment provided in this Declaration shall be subordinated to the lien of any bona fide security device including but not limited to, mortgage, deed of trust and sale, and leaseback, obtained by the owner of a lot for the purposes of the improvement thereof (or a refinancing thereof), provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve the lot from the lien for any assessments thereafter becoming due nor from the lien of any subsequent assessments. If Texas or Federal law alters the provisions of this section, the law as applies to mortgage liens shall be considered applicable notwithstanding this section.

Article XII Enforcement of Covenants and Restrictions

- 12.01 Authority to Assess Fines.** In addition to any other remedy set forth in this Declaration, and subject to the limitations and procedures set forth below, the Association, acting through its Board of Directors, shall have the power and authority at all times to assess reasonable fines against an Owner for violations of any restriction, condition, covenant, or reservation set forth in this Declaration or any rules or regulations adopted by the Association pursuant to this Declaration, which have been committed by an Owner, an occupant or lessee of the Owner's Lot, or the Owner, occupant's or lessee's family, guests, employees, contractors, agents or invitees.
- 12.02 Setting a Fine Amount.** In determining the amount of a fine, the Board of Directors shall take into consideration the following factors:

- A. the seriousness of the violation;
- B. whether it is a first violation of the particular restriction, rule or regulation or a continuing or repeat violation of the same restriction, rule or regulation;
- C. whether the violation poses a risk of harm to other residents or property;
- D. whether the amount of the fine is sufficient to incentivize the Owner to cure the current violation and/or deter future violation of the same restriction, rule or regulation;
- E. whether the Owner agrees in good faith to correct the violation within a specified time frame; and/or
- F. any extenuating circumstances or other factors the Board of Directors deems relevant to assessing a reasonable fine based on the facts of the particular violation.

Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. Notwithstanding anything to the contrary, the amount of a fine assessed by the Board of Directors shall not exceed \$250 per violation, and the total accumulated amount of fines for a continuous, uninterrupted violation of the same restriction, rule or regulation shall not exceed \$1,000 in the aggregate.

12.03 Procedure for Assessing Fines. The procedure for assessment of fines shall be as follows:

- A. the Association, acting through an officer, Board member or managing agent, must give the Owner notice of the fine not later than thirty (30) days after the assessment of the fine by the Board of Directors;
- B. the notice of fine must describe the violation;
- C. the notice of fine must state the amount of the fine;
- D. the notice of fine must state that the Owner will have thirty (30) days from the date of the notice to request a hearing before the Board to contest the fine; and
- E. the notice of fine must allow the Owner a reasonable time, by a specified date, to cure the violation (if the violation is capable of being remedied) and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months.

- 12.04 Payment of Fines.** Payment of an assessed fine is due immediately after the expiration of the thirty (30) day period for requesting a hearing. If a hearing is requested, payment of such assessed fine will be due immediately after the Board of Directors' decision at such hearing, assuming that a fine of some amount is confirmed by the Board of Directors at such hearing. The payment of each fine assessed by the Board of Directors against the Owner of a Lot is, together with interest thereon and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to Article XI of this Declaration and may be enforced in the same manner as other assessments.

Article XIII Miscellaneous

- 13.01 Term.** Unless sooner terminated pursuant to Section 13.02, this Declaration shall run for a term of thirty-five (35) years from the date the original Declaration was recorded, after which time it shall be automatically extended for successive periods of five (5) years until one hundred (100) years from the date the original Declaration was recorded, on which date this Declaration shall terminate automatically. This Declaration may be amended only as provided in Section 13.02.
- 13.02 Amendment; Termination.** This Declaration may be amended from time to time, or terminated, by an instrument executed by Declarant and the owners of no less than:
- A.** One hundred percent (100%) of the total lots of the property (but excluding the common area) if such amendment or termination occurs during the first ten (10) years of the term of this Declaration.
 - B.** Sixty-five percent (65%) of the total lots of the property (excluding the common area) if such amendment or termination occurs during the eleventh (11th) through the thirty-fifth (35th) year of the term of this Declaration.
 - C.** Thereafter, more than one-half (1/2) of the total lots of the property (excluding the common area).

All amendments and any termination pursuant to this Section 13.02 shall become effective when recorded in the Real Property Records of Hidalgo County, Texas.

- 13.03 Enforcement.** The covenants, conditions, easements, restrictions, uses, assessments, and liens of this Declaration shall run with the land and be binding upon and inure to the benefit of the Association and each owner of a lot or any part thereof, their heirs, successors and assigns. The enforcement of the provision of this Declaration shall be vested in the Association. In the event the Association fails or refuses to enforce a provision of this Declaration for a period of 30 days after written notice from the owner, such owner shall have the right but not the obligation to enforce such provision on the owner's own behalf. A breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a court proceeding against the party or parties breaching or attempting to breach this Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. A breach of this Declaration by an owner relating to the use or maintenance of a lot or part thereof is hereby declared to be and constitute a nuisance, and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of this Declaration to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorney's fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. All remedies provided under this Declaration, including those at law or in equity, shall be cumulative and not exclusive. The failure of a party having a right to enforce this Declaration to so do shall not be deemed a waiver of the right of any other party having such right nor a waiver to do so for a subsequent breach or the right to enforce any other provision of this Declaration. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.
- 13.04 Responsibility of Owner.** Each owner shall be responsible for any breach of this Declaration which is a result of his own acts or omissions or the acts or omissions of an occupant of his lot(s).
- 13.05 Officer, Committee Member, and Board Member Liability.** The officers of this Association, Committee members, and the Board members shall not be personally liable to the owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever (including, without limitation, any mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any submitted plans), except for willful misconduct. Every person who submits any plans to the Committee for approval as herein provided agrees by submission of such plans, and every owner or person claiming by or through an owner agrees by acquiring title to any part of the property or any interest in the property, that he will not bring any action or suit against the Association, the Committee, or the Board, or any one or more of them, their respective agents, employees, members, successors or assigns, to recover any damages as a

result thereof. The Association shall indemnify and hold harmless the officers, Committee members, and Board members, their heirs and legal representatives, against all contractual and other liabilities to others arising out of (a) contracts made by the officers on behalf of the owners or the Association, or (b) acts or omissions of the officers for the Association, the Committee members, or the Board members or arising out of their status as officers, Committee members, or Board members unless any such contract, act, or omission constitutes willful misconduct. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, amounts of judgments paid, and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any such officer, Committee member, or Board member may be involved by virtue of being or having been such officer, Committee member, or Board member provided, however, that such indemnity shall not be operative with respect to: (a) any matter as to which such person shall have finally been adjudged in such action, suit, or proceeding to be liable for willful misconduct in the performance of his duties as such officer, Committee member, or Board member or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is no reasonable ground for such person being adjudged liable for willful misconduct in the performance of his duties as such officer or Committee member. Under this section, the Association will provide a defense to any claim of liability so long as the claim does not arise from willful misconduct of the indemnitee.

- 13.06 Compliance With law.** Each owner shall at all times comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations.
- 13.07 Estoppel Certificate.** Upon the written request of an owner or the holder of a security interest in a lot, the Association shall issue a certificate within ten (10) business days setting forth the amount of any delinquent assessment with respect to said lot. A reasonable charge may be made for issuance of the certificate.
- 13.08 Severability.** If any of the covenants, conditions, or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition, or term herein set forth shall remain valid and binding provided that in such event Declarant and all of the then owners of the property shall to the fullest extent possible modify such covenant, condition, or term to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition, or term.
- 13.09 Owner's Liability; Subsequent Sale; Successor's Obligation.** On sale of a lot, the owner so selling shall have no further liability for the obligations with

respect to such lot which accrue after the date of the recording of the lot deed, provided, however, that nothing herein contained shall be construed so as to relieve the lot of any lien arising by reason of such liability or the owner of such lot from any liabilities or obligations incurred under this Declaration prior to such recording.

- 13.10 Notices.** Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when (a) delivered in person and receipted for or (b) two (2) days after deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed, if to an owner, to his last known address as shown on the records of the Board of Directors, the Committee, or the Association, as the case may be, at the time of such mailing or, if to the Association, to its president, secretary, or registered agent. The address for the Association officers, the Board of Directors, registered agent, and the Committee shall be

**Mission Manor Homeowners Association, Inc.
1571 Gastel Drive
Mission, Texas 78572**

and such address shall be effective unless and until a supplement to this Declaration shall be made and filed in the Real Property Records of Hidalgo County, Texas, specifying a different address for the party filing such supplement (in which event such address specified in such supplement shall be the address, for the purposes of this section, for the addressee named in such supplement).

- 13.11 Captions: Singular, Plural, and Gender.** The article and section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. Words used herein shall be deemed to include singular and plural, and any gender as the context required.