

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KINGSLEY, SECTION ONE (1)**

The State of Texas }
 }
County of Hidalgo }

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR KINGSLEY, SECTION ONE (1) (this “Declaration”) is made by DIZDAR DEVELOPMENT LTD., a limited partnership (hereinafter referred to as “Declarant”). Declarant states that this Declaration is made and executed to replace, in total, any prior restrictive covenants affecting the properties (as defined herein).

Declarant is the sole Owner of the properties. Declarant intends by this Declaration to impose upon the properties mutually beneficial restrictions under a general plan of improvement for the benefit of Owners of land within the properties, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the properties.

Declarant hereby declares that all of the properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the properties.

ARTICLE I

Definitions

Section 1. Specific Definitions

“Annual Assessment” shall mean the Assessment levied pursuant to Article X, Section 3, hereof.

“Area of Common Responsibility” shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, a Supplemental Declaration or by contract or agreement with any person, may become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the properties, or any public rights-of-way within or adjacent to the properties, or easements (pipeline, power, utility, etc.) may be part of the Area of Common Responsibility.

“Articles of Incorporation” or “Articles” shall mean and refer to the Articles of Incorporation of Kingsley Homeowners’ Association, Inc., as filed with the Secretary of the State of Texas.

“Assessments” shall mean an Annual Assessment, a Special Assessment, or a Reimbursement Assessment. “Assessments” shall mean the Annual Assessment, the Special Assessment and the Reimbursements Assessment, collectively.

“Association” shall mean and refer to Kingsley Homeowners’ Association, Inc., a Texas non-profit corporation, its successors or assigns.

“Board of Directors” or “Board” shall mean the elected body of the Association having its normal meaning under Texas law pertaining to non-profit corporations.

“Builder” shall mean each Owner who (a) purchases a Lot directly from Declarant; (b) is in the construction business; and (c) has a contractual obligation to build a dwelling on the Lot owned by such Owner.

“By-Laws” shall mean and refer to the By-Laws of Kingsley Homeowners’ Association, Inc., as they may be amended from time to time.

“Common Area” shall mean all real property and improvements within the Properties, if any, owned or leased by the Association, formally dedicated for the common use of the Owners and Declarant. As of the date of this Declaration, Reserves “_____”, “_____”, and “_____” depicted on the Plat are Common Area.

“Common Expenses” shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Lot Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and/or the Articles of Incorporation.

“Dwelling Unit” shall mean a residential building designed for, and limited and restricted to, occupancy by a single family on a Lot, not including an accessory building or garage. A mobile home is not a Dwelling Unit.

“Improvement to Property” includes, without limitation: (a) the construction, installation or erection of any building, structure, fence, Dwelling Unit or other improvement, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, fence, or other Improvements; (c) the grading, excavation, filling, or similar disturbance to the surface of any Lot, including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot; and (e) any exterior modification, expansion, change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by this Declaration, Minimum Construction Standards, or Rules and Regulations.

“Improvements” shall mean all structures and any appurtenances thereto of every type or kind, which are visible on a Lot, including, but not limited to: a Dwelling Unit, buildings, outbuildings, swimming pools, spas, hot tubs, patio covers,

“Lots” shall mean and refer to any plot or tract of land shown upon any recorded map(s) or plat(s) of the Properties, as same may be amended from time to time, which is designated as a Lot therein and which is or will be improved with a Dwelling Unit in conformity with the building restrictions set forth herein.

“Maintenance Fund” shall mean any accumulation of the Annual Assessments collected by the Association in accordance with the provisions of this Declaration and any Supplemental Declaration together with interest, attorney’s fees, penalties and other sums and revenues collected by the Association pursuant to the provisions of this Declaration and any Supplemental Declaration.

“Member” shall mean and refer to a person entitled to membership in the Association, as provided herein.

“Mortgage” shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed affecting a Lot.

“Mortgagee” shall mean and refer to a beneficiary or holder of a mortgage.

“Owner” shall mean and refer to one (1) or more persons who hold the record title to any Lot, but excluding in all cases any mortgagee or other party holding an interest merely as security for the performance of an obligation. For the purpose of exercising all privileges of membership in the Association, privileges of ownership are exclusive to each Owner unless when conveyed to a specific person in writing, with a copy of such written authority given to the Association.

“Person” means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

“Plans” shall mean the final construction plans and specifications (including a related site plan) of any Dwelling Unit, building or improvement of any kind to be erected, placed, constructed, maintained or altered on any Lot.

“Plat” shall mean the official plat of Kingsley, Section One (1), recorded in Volume _____, Page _____ of the Map Records of Hidalgo County, Texas.

“Property” or “Properties” shall mean the real property described on the Plat, together with any improvements thereon or appurtenances thereto. “Property” or “Properties” includes such additional property as is hereafter subjected in this Declaration by a Supplemental Declaration.

“Reimbursement Assessment” shall mean a charge against a particular Owner and his Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, of this Declaration or the Rules and Regulations, pursuant to Article X, Section 6 hereof.

“Rules and Regulations” shall mean those rules and regulations which may be established from time to time by the Board of Directors pursuant to this Declaration.

“Special Assessment” shall mean a charge against a particular Owner and his Lot representing a portion of the cost to the Association for the purpose of funding major capital repairs, maintenance, and replacement of Improvements, as more particularly described in and imposed by Article X, Section 4, hereof.

“Supplemental Declaration” shall mean any amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

Section 2. Other Defined Terms. Other terms which are defined herein shall have the meanings given in this Declaration.

ARTICLE II.

Rights to Common Area

Section 1. Use of Common Area. Each Owner shall have a nonexclusive right and easement of enjoyment to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- a) This Declaration, as it may be amended from time to time;
- b) Any restrictions or limitations contained in any deed conveying such Common Area to the Association;
- c) The right of the Board to limit the number of guests who may use the Common Area, and to adopt other Rules and Regulations regulating the use and enjoyment of the Common Area;
- d) The right of the Board to suspend the right of an Owner to use any recreational facilities within the Common Area (i) for any period during which any Assessment or portion thereof owed by such Owner remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation, or for a longer period in the case of any continuing violation, of the Declaration, By-Laws, or Rules and Regulations of the Association;
- e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area subject to the approval of sixty-seven percent;

f) The right of the Board to impact reasonable membership requirements and charge reasonable admission or other fees (which fees shall be separate from Assessments) for the use of any recreational facility situated upon the Common Area;

g) The right of the Board to permit nonmember use of any recreational facility situated on the Common Area upon payment of user fees established by the Board;

h) The right of the Association, acting through the Board, to mortgage pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval of sixty-seven percent (67%) of the votes of all Members eligible to vote;

i) The right of the Association to grant easements pursuant to Article IV, Section 11 hereof; and

j) The right of the Association to enter into and execute contracts with any party (including without limitation, Declarant or its affiliates) for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration.

Section 2. Delegation. Any Owner may delegate his or her right of use and enjoyment of Common Area to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot must provide written notice to the Association conveying such privileges of use to Common Areas and the specific right to vote on their behalf.

Section 3. Conveyances to the Association. Declarant may retain the legal title to easements or fee simple parcels designated as Common Area. Declarant may, at any time after the date hereof, convey legal title to all or a portion of such Common Area to the Association. The Association shall be obligated to accept title to, operate and maintain the Common Area conveyed to the Association as elsewhere provided in this Declaration; provided, however, such parcels shall be conveyed to the Association by the Declarant free and clear of all encumbrances, except such encumbrances as may be set forth herein or on the Plat.

ARTICLE III.

Establishment of General Plan

Section 1. General Plan and Declaration. This Declaration is hereby established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots within the Properties, and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Properties. The undersigned Owners, for themselves, their heirs, executors, administrators, legal representatives, successors, and assigns hereby declare that the Properties and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration for the duration thereof. The Lots and Common Areas in the Properties shall be subject to the jurisdiction of the Association.

Section 2. Equitable Servitudes. The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon each Lot, and the Common Areas within the Properties, as a servient estate, for the benefit of each and every other Lot and parcel of Common Area within the Properties, as the dominant estate.

Section 3. Covenants Appurtenant. The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall be binding upon and inure to the benefit of (a) the Properties; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all Persons (including Owners) having, or hereafter acquiring any right, title or interest in all or any portion of the Properties and their heirs, executors, successors, and assigns.

ARTICLE IV.
Management and Operation of Properties

Section 1. Management by Association

(a) Generally. The affairs of the Properties shall be administered and managed by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration and operation of the Properties as herein provided for and as provided for in the Articles of Incorporation, By-Laws, and the Rules and Regulations. In the event of any conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control; and in the event of a conflict between the Articles of Incorporation or the By-Laws and the provisions of the Declaration, the provisions of the Declaration shall control. The principal purposes of the Association are the collection, expenditure, and management of the Maintenance Fund, enforcement of the restrictions contained herein and in Supplement Declarations, providing for the maintenance and presentation of the Area of Common Responsibility and the facilities of the Association, ensuring architectural control of the Lots, and establishing a method for the administration, maintenance, preservation, use and enjoyment of the Properties.

(b) Additional Powers of the Association. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the properties as the Board deems reasonably necessary or appropriate to maintain and operate the Properties in accordance with the Declaration, including without limitation, the right to enter into agreements with adjoining or nearby land Owners or governmental entities on matters of maintenance, trash pick up, repair, administration, security, traffic, operation of recreational facilities or other matters of mutual interest. In addition to other powers granted the Board of Directors herein is the power to create procedures for resolving disputes between Owners or occupants of Dwelling Units, including appointment of committees to consider or reconsider resolutions of any disputes. The Association, acting through its Board of Directors, shall also have the power to make and to enforce Rules and Regulations governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. The Rules and Regulations shall be binding upon all Owners, occupants, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the majority of the total Class "A" and Class "B" votes of the Association.

(c) Common Area. The Association, subject to the rights of Declarant and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

(d) Personal Properties and Real Property for Common Use. The Association through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by Declarant pursuant to the terms of this Declaration.

(e) Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 2. Board of Directors. The business and affairs of the Association shall be managed by and the decisions and actions of the Association shall be made or taken by the Board of Directors, unless otherwise reserved to the Members of the Association by law, the terms of the Declaration, Articles of Incorporation, or the By-Laws. The number, term and qualifications of the members of the Board of Directors shall be governed by the Articles of Incorporation and the By-Laws.

Section 3. Membership in Association. Each Owner, whether one person or more, of a Lot shall upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until Ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the Ownership of each Lot and may not be separated from such Ownership. Prior to changing the name of the Owner of any Lot on the membership rolls of the Association, the Association or its managing agent (if authorized by the Board of Directors) may charge a transfer fee or processing fee when Ownership to any Lot changes. Membership in the Association shall not include Mortgagees or other persons who have an interest merely as a security for the performance of an obligation. Each Owner is required to provide and maintain at all times within the Association or its designated management agent, current information regarding such Owner's address and home number and the name, address and phone number of the occupant or property manager, if any, of each Lot owned.

Section 4. Voting and Membership Limitations. The Association shall have two (2) classes of Members:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of Declarant. Each Class "A" Member shall be entitled to one (1) vote for each Lot owned by such Member in the Properties; provided, however, when more than one person holds an interest in any Lot, all such persons shall be Members, and the single vote for such Lot shall be exercised by the one (1) natural person named by them as they among themselves determine from time-to-time by written notice executed by them given to the Association in the manner prescribed by it from time -to-time, but in no event shall more than one (1) vote be cast with regard to any Lot owned by a Class "A" Member. Any Member failing to give the above-described notice shall not be entitled to vote and shall be disqualified in that respect unless waived by the Association by an instrument in writing duly executed by it. The votes of the Class "A" Members are referred to herein as the "Class 'A' votes".

(b) Class "B". The Class "B" Member shall be the Declarant. The Class "B" Member shall be allowed three (3) votes for each Lot in the Properties owned by Declarant. All Class "B" votes shall cease to exist and automatically be converted to Class "A" votes on the happening of any of the following events, whichever occurs earlier:

(i) When the total number of Class "A" votes is entitled to be cast with the respect to the Properties equals the total number of Class "B" votes entitled to be cast with the respect to the Properties;

(ii) Ten (10) years from the date the Declaration is filed in the Office of the County Clerk of Hidalgo County, Texas;

(iii) At such earlier time as the holder of the Class "B" votes may, in its sole discretion, elect.

(c) Reinstatement of Class "B" Votes. Notwithstanding the prior provisions of Section 4(b) above, if additional land is made subject to the jurisdiction of the Association pursuant to a Supplemental Declaration, such that Declarant owns more than twenty-five percent (25%) of the total of all Lots, then the provisions in the first sentence of said paragraph (b) of Section 4, shall be automatically reinstated ipso facto.

Section 5. Voting. Unless otherwise stated herein, in the Articles, in the By-Laws, or required by law, any action which requires the approval of the Members of the Association shall require the approval of a majority of the votes of all Members eligible to be case and represented at any duly called meeting. Any action of the Board shall require the approval of a majority of the total members thereon. Any Owner who is delinquent in the payment of any Assessment shall not be entitled to vote during any period in which such Assessment is delinquent.

Section 6. Compensation of Board. No person serving on the Board shall be entitled to compensation for services performed; however, (a) any member of the Board may be reimbursed for his actual expenses incurred in the performance of his duties, and (b) the Board may employ one or more architects, engineers, land planners, management companies, accountants, bookkeepers, attorneys or their consultants to assist the Board in carrying out its duties hereunder, and the Association shall pay such consultants for services rendered to the Board, such payment to be made out of the Assessments.

Section 7. Power to Enforce Declaration and Rules and Regulations. The Association shall have the power to enforce the provisions of this Declaration and any Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause compliance by each Member and each Member's family, guests, or tenants. Without limiting the generality of the forgoing, the Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Lot within the Properties after notice (Unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner, but in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use, or enjoyment of the Improvements situation thereon by the Owner or any other Person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, my mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by exclusion, after notice of any Member or Member's family, guests, or tenants from use of any recreational facilities in the Common Area during and for up to thirty (30) days following any breach of this Declaration or such Rules and Regulations by such Member or Member's family, guest, or tenants, unless the breach is a continuing breach in which case, such exclusion shall continue for so long as such breach continues; (e) by suspension, after notice, of the voting rights of a Member during and for up to thirty (30) days following any breach by such Member for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants; and (g) by levying and collecting, after notice, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Member's family, guests, or tenants, for beach of this declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants.

Section 8. Limitation on Liability. The officers of the Association and Board members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Board members may also be Members of the Association). Further, a member of the Board shall not be liable to the Association, any Member or any other person for any action taken or not taken as a member of the Board if he acts in good faith with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he reasonable believes to be in the best interest of the Association. The officers of the Association and the members of the Board shall be entitled o the benefit of any provision limiting their liability provided by the By-Laws and the Texas Non-Profit Corporation Act.

Section 9. Reimbursement of Declarant. Recognizing that the initial cost of administration and maintenance of the Common Area and that the Association may have to subsidized by Declarant, the Board (whether the Board is the same as Declarant, his agents, servants, or employees and without being liable for any claim made by any Member of the Association that the Board's fiduciary duty to the other Members of the Association has been breached due to a conflict of interest) may execute promissory notes and/or other instruments evidencing any debt the Association owes the Declarant for monies expended by the Declarant or loaned to the Association by Declarant for and on behalf of the Association; provided, however, such promissory notes shall not be secured by a lien on any of the Common Area conveyed by Declarant to the Association.

Section 10. Indemnification

- (a) Generally. Except as provided in Subsection (f) of this Section 10, the Association shall indemnify every officer, member of the Board and committee member (each, an "Indemnified Party") against any and all liabilities and expenses, including legal fees, incurred by or imposed upon such Indemnified Party in connection with any action, claim, demand, suit, or other proceeding (each a "Proceeding") to which he or she may be a party by reason of being or having been an officer, Board member, or committee member. This indemnification shall also apply to any liability and expense incurred with the settlement of any Proceeding, if such settlement is approved in advance by the then Board of Directors. The Association shall also indemnify and forever hold each Indemnified Party free and harmless against any and all personal liability to others on account of any contract or commitment made by them, in good faith, on behalf of the Association, except to the extent such indemnified party may also be a member of the Association.
- (b) Continuation. Indemnification under this Section 10 shall continue as to each Indemnified Party who has ceased to serve in the capacity which initially entitled such Indemnified Party to the Indemnity hereunder. The rights granted pursuant to this Section 10 shall be deemed contract rights, and no amendment, modification or repeal of this Section 10 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.
- (c) Advance Payment. The right to indemnification conferred in this Section 10 shall include the right to be paid or reimbursed by the Association the reasonable expenses incurred by an Indemnified Party who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Party's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by an Indemnified Party in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Association of a written final disposition of a Proceeding, shall be made only upon delivery to the Association of a written affirmation by such Indemnified Party of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Section 10 and a written undertaking, by or on behalf of the Indemnified party, to repay all amounts so advanced if it shall ultimately be determined that the Indemnified Party is not entitled to be indemnified under this Section 10 or otherwise.
- (d) Appearance as a Witness. Notwithstanding any other provisions of this Section 10, the Association may pay or reimburse expenses incurred by an Indemnified Party in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.
- (e) Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Section 10 shall not be exclusive of any other right which an Indemnified Party may have or hereafter acquire under any law.
- (f) Limitation on Indemnification. No indemnification shall be provided under this Section 10 to any Indemnified Party with respect to any Proceeding in which an Indemnified party shall be determined not to have acted in good faith with the care of an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner which he does not believe to be in the best interests of the Association.

Section 11. Power to Grant Easements. Declarant, which Declarant owns the Common Area and thereafter the Association, shall have the power to grant access, utility, drainage, water, facility, cable television, and other easements, in, and, over, or under the Common Area.

Section 12. Inspection of Records. The Members shall have the right to inspect the books and records of the Association at reasonable times during normal business hours by appointment.

Section 13. Right of Entry: Enforcements by Self Help. The Association shall have the right, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any unoccupied, vacant or abandoned Lot, including any improvements located thereon, if deemed reasonably necessary by the Board of Directors of the Association for emergency, health, safety and/or security purposes to make repairs to improvements, secure the properties or abate or remove things or conditions which are potentially hazardous or which violate any provision of this Declaration. Such right may be exercised by the Association's Board, officers, agents, employees, managers, and all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, the Association shall first attempt to provide reasonable notice to the last know Owner of the Lot. All costs of such efforts, including reasonable attorney's fees actually incurred, shall be assessed against the Owner of the Lot and shall be collected as provided for herein for the collection of the Assessments.

Section 14. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the votes of all Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This shall not be amended unless such amendment is made by Declarant or is approved by the percentage vote to institute proceedings as provided above.

ARTICLE V.

Maintenance

Section 1. Association's Responsibility

(a) Generally. The Association shall maintain and keep in good repair the Area of Common Responsibility. This maintenance shall include, but need not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora structures and improvements, including any private streets, situated upon the Common Areas, landscaped medians within public rights-of-way throughout the Properties, landscaping and other flora on any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto), and such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association. The Association shall maintain such facilities and equipment in continuous operation, except for reasonable periods as necessary to perform required maintenance or repairs, unless Members holding seventy-five percent (75%) of all votes agree in writing to discontinue such operation. The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the community-wide standard.

(b) Maintenance Easements. There are hereby reserved to the Association easements over the Properties as necessary to enable the Association to fulfill the Association's maintenance responsibility described in Section 1 of this Article V.

(c) Maintenance Expenses. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a common expense to be allocated among all Lots as part of the Annual Assessment, notwithstanding that the Association may be entitled to reimbursement from the Owner(s) of certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the Owner(s) thereof.

(d) Additional Maintenance Responsibility. The Association shall also be responsible for maintenance, repair and replacement of any property within the Properties to the extent designated in any Supplemental Declaration affecting the Association. The Association may also assume maintenance responsibilities with respect to any Common Area that may be designated by any Supplemental Declaration. This assumption of responsibility may take place either by agreement or because, in the opinion of the Board, the level and quality of service than being provided is not consistent with the community-wide standard of the Properties.

Section 2. Owner's Responsibilities.

(a) Generally. Each Owner shall maintain his or her Lot and all structures, parking areas and other improvements on the Lot in a neat, orderly condition. Owners of Lots which are adjacent to any portion of the Common Area on which walls, other than walls which form part of a building, have been constructed shall maintain and irrigate that portion of the boundary. Owners of Lots adjacent to any roadway within the Properties shall maintain driveways serving their respective Lots, whether or not lying within the Lot boundaries, and shall maintain landscaping on that portion of the Common Area, if any, or right-of-way between the Lot boundary and the back-of-curb of the adjacent street.

(b) Standard of Maintenance by Owner. All maintenance required by this Section 2 shall be performed in a manner consistent with the community-wide standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or pursuant to any Supplemental Declaration affecting such Lot.

(c) Enforcement of Owner's Responsibilities. In addition to any other enforcement rights available to the Association, in the event of violation of any covenant or restriction herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days' written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not obligation), through its agents and employee, to repair, maintain and restore the Lot and/or the exterior of the residence, not limited to include gutters, siding, broken windows, fencing, etc., and any other existing improvements located thereon, to the extent necessary to prevent rat infestation, diminish fire hazards, protect property values and accomplish necessary repairs, maintenance and/or restoration. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest there at the maximum rate permitted under the laws of the State of Texas, shall become a part of a Reimbursement Assessment payable by said Owner and payment thereof shall be secured by the lien created pursuant to this Declaration. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

ARTICLE VI.

No Partition

Except as is permitted in the Declaration or any Supplemental Declaration, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this declaration.

ARTICLE VII.

Architectural Approval

Section 1. Architectural Control Committee. As used in this Declaration the term “Architectural Control Committee” shall mean a committee of three (3) Members, all of whom shall be appointed by Declarant, except as otherwise set forth herein. Declarant shall have the continuing right to appoint all three (3) Members until the earlier of (a) the date the last Lot owned by Declarant is sold (except in connection with a conveyance to another party that is a successor to Declarant); or (b) such date as Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board shall have the right to appoint all members of the Architectural Control Committee. Members of the Architectural Control Committee may, but need not be, Members of the Association. Members of the Architectural Control Committee appointed by Declarant may be removed at any time and shall serve until resignation or removal by Declarant. The initial members of the Architectural Control Committee are Kirk Breitenwischer, Patrick McHugh, and Mark Dizdar. Members of the Architectural Control Commission appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board.

Section 2. Approval of Improvements Required. The approval of a majority of the members of the Architectural Control Committee or the approval of the Committee Representative shall be required for any improvement to property on any of the properties before commencement of construction of such improvement to property, other than an improvement to property made by the Declarant.

Section 3. Address of Committee. The address of the Architectural Control Committee shall be the principal office of the Association.

Section 4. Submission of Plans. Before commencement of work to accomplish any proposed improvement to property, the Owner proposing to make such improvement to property (the “Applicant”) shall submit to the Architectural Control Committee at its offices copies of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the Architectural Control Committee reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of other proposed improvement to property, as may be more particularly described from time-to-time in any minimum construction standards and/or architectural guidelines adopted by the Architectural Control Committee (the “Architectural Guidelines”). The Architectural Control Committee of all required materials in connection with the proposed improvement to Property, the Architectural Control Committee may postpone review of any materials submitted for approval.

Section 5. Criteria for Approval. The Architectural Control Committee shall approve any proposed improvement to property only if it determines in its reasonable discretion that the improvements to property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Properties as a whole; that the appearance of the proposed improvement will in harmony with the surrounding areas or the Properties, including, without limitation, quality and color materials and location with respect to topography and finished grade elevation; that the improvement to property will comply with the provisions of this declaration and any applicable plat, ordinance, government rule, or regulation; that the improvements to property will not detract from the beauty, wholesomeness, and attractiveness of the Property or the enjoyment thereof by Owners; and that the upkeep and maintenance the proposed improvement to property will not become a burden on the Association. The Architectural Control Committee is specifically granted the authority to disapprove proposed improvements because of the unique characteristics or configuration of the Lot on which the proposed improvement would otherwise be constructed, even though the same or a similar type of improvement might or would be approved for construction on another Lot. The Architectural Control Committee may condition its approval of any proposed improvement to property upon the making of such changes thereto as the Architectural Control Committee may deem appropriate.

Section 6. Architectural Guidelines. The Architectural Control Committee from time to time may supplement or amend the Architectural Guidelines. The Architectural Guidelines serve as a guideline only and the Architectural Control Committee may impose other requirements in connection with its review of any proposed improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control.

Section 7. Decision of Committee. The decision of the Architectural Control Committee shall be made with thirty (30) days after receipt by the Architectural Control Committee of all materials required by the Architectural Control Committee. The decision shall be in writing and, if the decision is not to approve a proposed improvement to property, the reasons therefore shall be stated. The decision of the Architectural Control Committee promptly shall be transmitted to the Applicant at the address furnished by their Applicant to the Architectural Control Committee. The Owner, however, is responsible under all circumstances to conform to the provisions of these restrictions in their entirety.

Section 8. Failure of Committee to Act on Plans Any request for approval of a proposed improvement to property shall be deemed approved by the Architectural Control Committee, unless disapproval or a request for addition information or material is transmitted to the Applicant by the Architectural Control Committee with thirty (30) days after the date of receipt by the Architectural Control Committee of all required materials; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any improvement to property that violates any provision to this Declaration or the Architectural Guidelines.

Section 9. Prosecution of Work After Approval. After approval of any proposed improvements to property, the proposed improvement to Property shall be accomplished as promptly and diligently as possible and in such conformity with the description of the proposed improvement to property in the materials submitted to the Architectural Control Committee. Failure to complete the proposed improvement to property within nine (9) months after the date of approval or such other period of time as shall be have been designed in writing by the Architectural Control Committee (unless an extension has been granted by the Architectural Control Committee in writing) or to complete the improvement to property in strict conformity with the description and materials furnished to the Architectural Control Committee, shall operate automatically to revoke the approval by the Architectural Control Committee of the proposed improvement to property. No improvement to property shall be deemed completed until the exterior fascia and trim on the structure have been applied and finished and all construction material sand debris have been cleaned up and removed from the site and all rooms in the Dwelling Unit, other than attics, have been finished. Removal of material and debris shall not take in excess of thirty (30) days following completion of the exterior.

Section 10. Inspection of Work. The Architectural Control Committee or its duly authorized representative shall have the right, not the obligation, to inspect any improvement to property before or after completion, provided that the right of inspection shall terminate once the improvement to property becomes occupied.

Section 11. Notice of Noncompliance If, as a result of inspections or otherwise, the Architectural Control Committee finds that any improvement to property has been constructed or undertaken without obtaining the approval of the Architectural Control Committee, or has been completed other than in strict conformity with the description and materials furnished by the Owner to the Architectural Control Committee, or has not been completed within the required time period after the date of approval by the Architectural Control Committee, the Architectural Control Committee shall notify the Owner in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance within the period of time set forth therein.

Section 12. Correction of Noncompliance If the Architectural Control Committee finds that a noncompliance continues to exist after such time within which the Owner was to remedy the noncompliance as set forth in the Notice of Noncompliance, the Association may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Office of the County Clerk of Hidalgo County, Texas; (b) remove the non-complying improvement to property; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the improvement in question), and, if the Board elects to take any action with respect to such violation, the Owner shall reimburse the Association upon demand for all expenses incurred therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Association to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

Section 13. No implied Waiver or Estoppel. No action or failure to act by the Architectural Control Committee shall constitute a waiver or estoppel with respect to future action by the Architectural Control Committee or the Board of Directors, with respect to any improvement to property. Specifically, the approval by the Architectural Control Committee of any improvement to property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar improvement to property or any similar proposals, plans, specifications, or other materials submitted with respect to any other improvement to property by such person or otherwise.

Section 14. Power to Grant Variances The Architectural Control Committee may authorize variances from compliance with any of the provisions of Article VIII of this Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of any improvement to property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Control Committee. If any such variance is granted, no violation of the provisions of the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided , however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Architectural Control Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot concerned.

Section 15. Compensation of Architectural Control Committee The members of the Architectural Control Committee shall be entitled to reimbursement by the Association for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

Section 16. Non-liability for Architectural Control Committee Action. None of the members of the Architectural Control Committee, the Association, any member of the Board of Directors, or Declarant shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of an improvement to property be deemed approval of the improvement to property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the Architectural Control Committee, any member of the Board of Directors or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Control Committee, the Board of Directors, or otherwise. Finally, neither Declarant, the Association, the Board, the Architectural Control Committee, or their officers, agents, members, or employees shall be liable for any incidental or

consequential damages for failure to inspect any premises, improvements or portion thereof, or for failure to repair or maintain the same.

Section 17. Construction Period Exception During the course of actual construction of any permitted structure or improvement to property, and provided construction is proceeding with due diligence, the Architectural Control Committee may temporarily suspend certain provisions of this Declaration as to the Lot upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Properties.

ARTICLE VIII.

Architectural Restrictions

Section 1. Dwelling Unit Size Each one-story Dwelling Unit constructed on a Lot shall contain a minimum of 1200 square feet of living area (exclusive of porches and garages), and each multi-story Dwelling Unit shall have at least 800 square feet of living area on the ground floor with a minimum of 1200 square feet of living area.

Section 2. Height and Character of Dwelling Unit No Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than the one Dwelling Unit used for single family residential purposes only, not to exceed two (2) stories in height, and a fully enclosed garage as provided in Section 7.

Section 3. Location of Dwelling Unit. Except as may be authorized in writing by the Architectural Control Committee, no Dwelling Unit or improvement shall be located nearer to the front Lot line nor nearer to any side or rear Lot line than as permitted by the recorded Plat of the Properties. To provide for uniformity and property utilization of the building area within the Lots, residences or appurtenant structures on a Lot shall not be less than twelve (12) feet from the residence or appurtenant structure on any contiguous Lot(s).

Section 4. Exterior Walls. No residence shall have less than fifty-one percent (51%) brick, or equivalent masonry construction, on its first story exterior wall area. Any construction materials used other than brick or masonry concrete must have Architectural Control Committee approval.

Section 5. Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack garage, barn or other outbuildings shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place, and maintain such facilities in or upon any portion of the Property as in its sole discretion may seem necessary convenient while selling Lots, selling or construction residences, or contracting other improvements within the Property. The right to use temporary structures in connection with the construction of improvements may be assigned from time to time, in whole or in part, by Declarant to builders. All permitted temporary structures shall be properly maintained at all times.

Section 6. Drainage. No Owner of a Lot shall be permitted to construct improvements on such Lot or grade such Lot or permit such Lot to remain in or be placed in such condition that rain water falling on such Lot drains to any other Lot or the Common Area.

Section 7. Carports/Garages. No carports shall be constructed on any Lot. With the prior written consent of the Architectural Control Committee, a port-o-cache may be approved; however, this will be required in addition to a garage. All garages shall be: (a) fully operable; (b) capable of housing at least two (2), but not more than three (3) automobiles; and, (c) enclosed by garage doors which must be kept in the closed position when the garage is not being used by the Owner or occupant. The garage portion of any model home may be used by builders for sales purposes, storage purposes, and other related purposes.

Upon (or before) the sale of any such model home to the first purchaser thereof, the garage portion of the model home shall be converted by the builder to a fully enclosed garage capable of housing not less than two or more than three automobiles, with garage doors. If the garage portion of the model home is not converted to a fully enclosed garage with garage doors by the builder upon the sale of such model home, it shall be the obligation of the first purchaser of the model home and each subsequent Owner of the Lot (if not done by the first purchaser) to convert the garage portion of the model home to a fully enclosed garage with garage doors.

Section 8. Driveways. Unless the Architectural Control Committee agrees otherwise, each Lot shall have driveway access to the street on which the Dwelling Unit constructed thereon faces. Subject to the foregoing limitations, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to an abutting street.

Section 9. Roofs. Unless otherwise approved, the roof of all buildings on the Lot shall be covered with wood shingles, aluminum shingle, or fiberglass composition shingles with a life of twenty (20) years or better, or comparable to minimum specifications as defined by the Federal Housing Authority. The color of any composition shingles shall be of wood tone, earth tone or in harmony with earth tones and shall be subject to written approval by the Architectural Control Committee prior to installation. Any other type roofing material may be used only if approved in writing prior to installation. Additionally, to further maintain exterior harmony, all chimneys must be finished with a masonry or wood material.

Section 10. Sidewalks. Before the construction of any residence is complete, the builder shall construct in all adjacent street rights-of-way a concrete sidewalk four feet (4') in width, parallel to the street curb and a minimum of two feet (2') from the Lot line in accordance with local standards and ordinances. The sidewalk shall extend the full width of the Lot. On corner Lots, the sidewalk shall extend the full width and depth of the Lot and up to the street curb at the other. The maintenance of all sidewalks is the responsibility of the Owner.

Section 11. Grass, Shrubbery and Landscaping. Prior to the sale thereof, the builder or Owner of each Lot with a residence thereon shall sold sod with grass the area between the Dwelling Unit and the curb line(s) of the abutting street(s). All grass, plants, and shrubs shall be maintained by the Owner of the Lot. The grass, plants, shrubs and trees shall be of a type and within standards approved by the Architectural Control Committee. The landscaping requirements of the Architectural Control Committee may be revised from time to time.

Section 12. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, erected, constructed or free standing, on any Lot, unless completely contained with the dwelling on the Lot so as not to be visible from outside the dwelling. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot that unreasonably interferes with the reception of television or radio signals upon any other Lot.

Section 13. Flagpoles. No free standing flagpole shall be permanently erected on any Lot. A temporary flagpole approved by the Architectural Control Committee may be erected on a Lot with a model home until such time that the Lot on which the model home is situated is sold.

Section 14. Private Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot and which are not owed and maintained by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities at all times by the Owner of the Lot upon which it is located.

Section 15. Exterior Lighting. All exterior lighting must first be approved by the Architectural Control Committee.

Section 16. Sound Devices. No horns, whistles, bells, or other sound devices, except for security systems used exclusively to protect the Dwelling Unit, shall be placed or used on any Lot or improvement. This paragraph shall not preclude the use of outdoor speakers for hi-fis, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining property.

Section 17. Window Treatment. No window in any Dwelling Unit or other improvement that is visible from any other Lot or a street may be covered with any aluminum foil or other reflective material. Window coverings must be compatible with the design and color of the Dwelling Unit and the overall appearance of the Properties. The Architectural Control Committee shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the Dwelling Unit and the overall appearance of the Properties.

Section 18. Air Conditioners. No window roof or wall-type air conditioner that is visible from any street or any other Lot, shall be used, placed or maintained on or in any Dwelling Unit, garage or other improvement.

Section 19. Pools. No above-ground swimming pools shall be erected, constructed or installed on any Lot.

Section 20. Tests, Mobile Homes and Temporary Structures. Except as may be permitted by the Architectural Control Committee during initial construction within the Properties, no tent, shack, mobile home, or other structure of a temporary nature shall be placed on a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it received the prior approval of the Architectural Control Committee, as appropriate, in accordance with Article VII hereof. All permitted structures shall be properly maintained at all times and positioned on the Lot so as to not be visible from the fronting street and/or side street in the event of a corner Lot. Additionally, all permitted structures shall be limited to a maximum height of eight feet (8') at the center line of said roof, and shall be no more than one hundred twenty feet (120') of floor space. Materials, color and design of all permitted structures must be the same as the primary dwelling. In addition, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

Section 21. Drainage and Septic Systems. Catch basins and drainage areas are for the purposes of natural flow of water only. No obstructions or debris shall be placed in these areas. Provided, however, the Association hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, storm sewer, sanitary sewer, stream, or pond within the Properties.

Section 22. Disposal Unit Requirements. Each kitchen in each residential dwelling or servant's quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit at all times shall be kept in serviceable condition.

Section 23. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 24. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation or permanent flagpoles shall be permitted on the exterior of any portion of the Properties. No exterior sculpture, fountains, flags and temporary flagpoles, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved in accordance with Article VII of his Declaration.

Section 25 Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Lot without prior written approval of the Architectural Control Committee in accordance with Article VII hereof. These items shall be positioned on the Lot so as not to be visible from any street. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 26. Walls, Fences and Hedges. No hedge in excess of three feet (3') in height shall be erected or maintained nearer to the front Lot line than the building set-back lines adjacent to the walls of the dwelling existing on such Lot. No side or rear fence or wall shall be more than eight feet (8') or less than six feet (6') in height. All fences and walls shall be of cedar construction or better. No chain link, chicken wire, or other wire fence will be permitted on any Lot. No fence or wall shall be erected on any Lot nearer to the street than the building set-back lines as shown on the Plat. The Architectural Control Committee has the right to deviate its approval for the style and materials to be used based on the location within the Property. It is the intent to maintain visual continuity especially along entryways and/or main thoroughfares and/or adjacent to common area properties. Title to any wall, fence, or hedge shall pass Ownership with title to the Lots and it shall be the Owner's responsibility to maintain said wall, fence or hedge thereafter.

Section 27. Exterior Paint. The exterior surfaces of buildings located in the Properties shall not be painted unless the Architectural Control Committee gives its prior written approval of the color of paint to be used. The purpose of this covenant is to maintain harmony of the exterior paint colors of the buildings throughout the Properties. Iridescent colors or tones considered to be brilliant are not permissible. Accordingly, the Architectural Control Committee shall not be obligated to approve of any color exterior paint that is different from the original paint applied to the exterior of the buildings.

ARTICLE IX.

Use Restrictions

Section 1. General. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by Declarant or the Association). Any Supplemental Declaration imposed on the Properties may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards

Section 2. Single Family Residential Use. Each Owner shall use his Lot and the Dwelling Unit on his Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, educational, church professional or other commercial activity of any type, except that an Owner may use his residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure or any improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, any applicable ordinances, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents and domestic servants; and (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their grandparents and their domestic servants.

Section 3. Occupants Bound. All provisions of the Declaration, By-Laws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto.

Section 4. Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be an unclean or untidy condition or that will be obnoxious to the eye; nor shall any structure, thing or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks is prohibited within the Properties.

Section 5. Business Use. No garage sales, moving sales, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

Section 6. Definition of "Business" and "Trade". The terms "business" and "trade", as used herein, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupant, work or activity undertaken on an ongoing basis which involves the provision of foods or services to persons other than the provider's family and for which the provider receives a fee compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot pursuant to Section 8 of this Article IX shall not be considered a trade or business within the meaning of this Section. The definition of "business" and "trade" shall not apply to any activity conducted by Declarant or conducted by a builder with the approval of Declarant with respect to its development and sale of any Lots.

Section 7. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage, or if conducted outside, are begun and completed within twelve (12) hours.

Section 8. Leasing of Lots.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot any person or persons other than the Owner for which the Owner received any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions. Lots may only be leased for single family residential purpose as defined in this Declaration. No Owner shall be permitted to lease his Lot for hotel or transient purpose, which for purpose of this Section is defined as a period of less than thirty (30) days. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration. The Owner making such lease shall not be relieved from any of such obligations. Upon the execution of a lease agreement, the Owner shall notify the Association in writing of the Owner's residence address and the name of Owner's lessee. No lessee shall be entitled to use the recreational facilities or Common Areas of the Association until the information specified in this Section is provided to the Association in writing and the Owner further notifies the Association in writing that the Lessee has been granted the authority to use the recreational facilities and Common Area of the Association by such Owner.

Section 9. Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto.

Section 10. Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 11. Subdivision of Lots. Declarant hereby expressly reserves the right to replat any Lot or Lots owned by Declarant in accordance with all applicable subdivision and zoning regulations.

Section 12. Parking and Prohibited Vehicles. No motor vehicles or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper rig off of truck, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, or right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved by the Architectural Control Committee. Passenger automobiles, passenger vans, motorcycles, or pickup trucks that; (a) are in operation condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet six inches (6'6") in height or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot, however, no vehicle shall be parked so as to obstruct or block a sidewalk. No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided, however, overnight parking of any vehicles in the street is prohibited. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests; however, any such request for a variance must receive the prior approval of the Board of Directors of the Association. The Board of Directors of this Association may adopt additional Rules and Regulations regulating parking on the streets in the Properties.

Section 13. No Hazardous Activities. No activity shall be conducted on and no improvements shall be constructed on any property within the Properties that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purpose or within a safe and well-designed interior or exterior fireplace.

Section 14. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mower and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 15. Removal of Trash and Debris During Construction. During the construction, repair, and restoration of improvements, each builder shall remove and haul from the Lot all tree stumps, tree limbs, branches, underbrush, and all other trash or rubbish cleared for the Lot to permit construction of the improvements, including landscaping. No burning of trash or other debris is permitted on any Lot, and no materials or trash hauled away from any Lot may be placed elsewhere within the Properties, unless approved in writing by the Architectural Control Committee. Additionally, each Owner or builder, during construction of the improvements, shall continuously keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials are to be kept, picked up, and hauled from the Lot on a regular basis. Other useable building materials are to be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in the street. Any such trash, materials, or dirt inadvertently spilling or getting into the street or street gutter shall be removed without delay not less frequently than daily.

Section 16. Lighting. Except for traditional holiday decorative lights, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved in accordance with Article VII of this Declaration.

Section 17. Excavation and Tree Removal. The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except to provide room for construction of improvements or to remove dead or unsightly trees; provided, however, that removal of any other tree in excess of a four" (4") caliper requires the approval of the Architectural Control Committee.

Section 18. Damage or Destruction of Improvements. Owners are bound and obligated through the purchase of a Lot to maintain the Lot and all improvements thereon in a neat and habitable manner. In the event of damage to any improvement, the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction to be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner's application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a "hardship" extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Architectural Control Committee, so as to present a pleasing and attractive appearance.

Section 19. Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container of a type, size and style approved by the Board and appropriately screened from view, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than midnight of the day of pickup of such garbage or trash.

Section 20. Clothes Drying. No outside clothesline or other outside facilities for drying or airing clothes shall be erected placed or maintained on any Lot if visible from any other Lot, nor shall clothing or household fabric or any other article be hung, dried or aired on any Lot in such a way as to be visible from other Lots/streets or the Common Area.

Section 21. Animals. No animals of any kind shall be raised, bred, or kept on any Lot except as hereafter provided. A total of two (2) dogs, cats, or other household pets may be kept on a Lot (except for fish of a type customarily kept within normal home aquariums, with respect to which there shall be no limitation on amount) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute and unreasonable nuisance to other Owners; (c) they are kept within the Dwelling Unit, an enclosed yard on the Lot occupied by the Owner of such pets or on a leash being held by a person capable of controlling the animal; and (d) they are not in violation of any other provision of this declaration and such limitations as may be set forth in the Rules and Regulations. A "reasonable number" as used in this Section ordinarily shall mean no more than two (2) pets per Dwelling Unit; provided, however, that the Board (or such other Person as the Board from time to time may designate) from time to time determine that a reasonable number in any instance may be more or less than two (2). The Association, acting through the Board, shall have the right to prohibit maintenance of any animal that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant, or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or Common Area.

Section 22. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot except one (1) sign of not more than five (5) square feet which is used to: (a) advertise the property for sale or lease (b) indicate traffic control or security services; (c) identify the builder or contractor while construction is in progress on such Lot; or (d) promote a political candidate, party or issue for a two (2) week period starting no earlier than two (2) weeks prior to the date of the election or referendum and which must be removed no later than a day after the date of the election or referendum. Additionally, the right is reserved by Declarant to construct and maintain signs, billboards, and advertising devices s is customary in connection with the sale of newly constructed Dwelling Units. Declarant and the Association shall also have the right to erect identifying signs at such entrance to the Properties. In no event shall any sign, billboard, poster or advertising device of any character, other than as specially prescribed in the first sentence of this Section be erected, permitted or maintained on any Lot without the express prior written consent of the Architectural Control Committee. The Association shall have the right to enter any Lot and remove any sign, billboard, poster or advertising device which is not permitted by this Section and in so doing will not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 23. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any walls, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 24. Treatment Facilities. No Lot shall be used for the operation of a boarding or rooming house, a residence for transients, a “group home”, “family home”, “community home”, “half-way house”, day care center, rehabilitation center, treatment facility or residence of unrelated individuals who are engaging in, undertaking, or participating in any group living, rehabilitation, treatment, therapy or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicap, or illness, or other similar matters, unless otherwise allowed by the terms of any law specifically negating the provisions of restrictive covenants prohibiting same.

ARTICLE X.

Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The undersigned Owners hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments;
- (b) Special Assessments; and
- (c) Reimbursement Assessments.

The Annual, Special, and Reimbursement Assessments (collectively the “Assessments”), together with the interest, costs and reasonable attorney’s fees, shall also be a charge on the Lot and shall be continuing lien upon the Properties against which the Assessments are made. The Assessments, together with interest, costs, and reasonable attorney’s fees, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment and other charges, together with interest, collection costs and reasonable attorneys’ fees, shall also be the personal obligation of the Owner of the Lot at the time when the Assessments fell due and shall not be affected by any change in the Ownership thereof.

Section 2. Annual Assessments

(a) Generally. Each Lot in the Properties is hereby subjected to an annual Assessment (the “Annual Assessment”). The Annual Assessment will be paid by the Owner or Owners of each Lot within the Properties to the Association in advance on or before January 1 of each year. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association, as hereinafter provided, as the needs for the Properties may, in the judgment of the Association, require. The annual Assessment shall be assessed on a uniform per Lot basis, except as hereafter provided for Declarant and any builder to whom Declarant sells a Lot.

(b) Uses. The Association may use the Maintenance Fund for any purpose provided by this Declaration, including by way of clarification and not limitation, at its sole option, any or all of the following: constructing and maintaining paths, parks, landscape reserves, parkways, easements, esplanades, fences, cul-de-sac and street medians, recreational facilities, including tennis courts, play courts, and other common areas, payment of all legal and other expenses incurred in connection with the enforcement of all charges, Assessments, covenants, restrictions and conditions affecting the properties, payment of all reasonable and necessary expenses in connection with the collection and administration of the Assessments, employing security, instructors, and operators, caring for vacant Lots, garbage collection, and doing other things necessary or desirable, in the opinion of the association, to keep the properties neat and in good order or which is considered of general benefit to the Owners or occupants of the Properties. It is understood that the judgment of the Association in the expenditure of the Maintenance Fund shall be final

and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above will, in fact, be provided by the Association.

(c) Rendition and Notice. Annual Assessments shall be payable in advance on or before January 1 of each year. The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum, and shall fix the amount of the Annual Assessment against each Lot by December 1 of the previous Annual Assessment period. The Annual Assessment period shall begin on January 1 of each year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in writing. Annual Assessments shall be considered delinquent if not received by January 31 of the year for which the Annual Assessment pertains.

(d) Treatment of Lots Owned by Declarant or Builder. Lots which are not and have never been occupied, and which are owned by Declarant or a builder, shall be subject to an Annual Assessment equal to one half (1/2) of the Annual Assessment applicable to occupied Lots. The Annual Assessment for any calendar year for any individual Lot will change within that calendar year as the character of Ownership and the status of occupancy changes; however, once any Lot has become subject to Assessment at the full rate, it shall not thereafter revert to Assessment at the lower rate. The applicable Annual Assessment for each Lot shall be prorated for each calendar year according to the rate applicable for each type of Ownership of the Lot during that calendar year.

Section 3. Maximum Annual Assessments.

(a) Without Vote of Members. The Annual Assessment for calendar year 1996 shall be in the amount of \$100.00. Beginning with Annual Assessment for calendar year 1997, the maximum annual Assessment may be increased once a year by the Board of Directors of the Association, (a) in conformity with the rise, if any in the "Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Department of Labor, Washington DC, or if discontinued, by any successor or comparable index for the preceding month of September of each year or, alternative, (b) by an amount not to exceed ten percent (10%) over the prior year's Annual Assessment, whichever is greater, and, in either event, without a vote of the Members of the Association.

(b) With Vote of Members. The maximum Annual Assessment may be increased above that allowed by Section 3(a) of this Article X, if, and only if, the increase is approved by the affirmative vote of two-thirds (2/3) of the votes of all Members of the Association eligible to vote at a meeting duly called for that purpose. In lieu of notice to and a meeting of Members as provided in the By-Laws of the Association, a door-to-door canvas of Members eligible to vote may be made to secure the required two-thirds (2/3) approval. Voting may also be handled by mail ballot as long as the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the Member, if applicable, and the date and signature of the Member. Ballots may be returned by U. S. mail in envelopes specifically marked as containing ballots for the election, or may be collected by door-to-door canvas.

(c) Recordation of Increase of Maximum Annual Assessment. Upon the increase of the maximum Annual Assessment pursuant to the provision of Section 3(b) of Article X, the Association shall cause to be recorded in the Office of the County Clerk of Hidalgo County, Texas, a sworn affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify among other items that may be appropriate, the total number of each class of Members eligible to vote as of the date of the voting, the quorum required, the number of votes represented, the number of votes voting "for" and "against" the levy, the amount of the increased annual Assessment so authorized, and the date by which the increased Annual Assessment must be paid to avoid being delinquent. The increase in the maximum Annual Assessment so approved shall become effective on the date specified in the document evidencing such approval, and shall be filed for record in the Office of the County Clerk of Hidalgo County, Texas.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments, the Board of Directors may, upon the affirmative vote of two-thirds (2/3) of the votes of all Members of the Association eligible to vote at a meeting duly called for this purpose, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common area, including fixtures and personal property related thereto. In lieu of notice to and a meeting of Members as provided in the By-Laws of the Association, a door-to-door canvas of Members eligible to vote may be made to secure the required two-thirds (2/3) approval. Voting may also be handled by mail ballot as long as the ballots contain the name the ballots contain the name, property address, certification by the Secretary of the Association, alternate address of the Member, if applicable, and the date and signature of the Member. Ballots may be returned by U. S. mail in envelopes specifically marked as containing ballots for the election, or may be collected by door-to-door canvas.

Section 5. Notice and Quorum of any Action Authorized. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and proper form of notice of any meeting for the purposes set forth in Section 3(b) or Section 4, as applicable, of this Article X, and to ascertain the presence of a quorum at such meeting.

Section 6. Reimbursement Assessments. The Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Member if the failure of the Member or the Member's family, guests, or tenants to comply with this Declaration, the Articles of Incorporation, the By-Laws, Minimum Construction Standards, or the Rules and Regulations shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. The amount of the Reimbursement Assessment shall be due and payable to the Association ten (10) days after notice to the Member of the decision of the Board of Directors that the Reimbursement Assessment is owing.

Section 7. Estoppel Certificates. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Attribution of Payments. If any Owner's Assessment payment is less than the amount assessed and the payment does not specify whether it should be applied against an Annual Assessment, Special Assessment, or Reimbursement Assessment, the payment received by the Association from the Owner shall be credited in the following order of priority: (a) Reimbursement Assessment until the Reimbursement Assessment has been satisfied; (b) Special Assessment until the Special Assessment has been satisfied; and (c) Annual Assessment until the Annual Assessment has been satisfied. In each of the foregoing cases, payments received shall be credited first to interest, attorney's fees, and other costs of collection, and then to Assessment reduction, satisfying the oldest obligations first, followed by more recent obligations, in according with the foregoing order of priority.

Section 9. Effect of Nonpayment of Assessments. Any of the Assessments which is not paid within thirty (30) days after the due date shall be delinquent and shall be subject to the following:

(a) Interest at the rate of eighteen percent (18%) per annum from the due date or the maximum rate of interest allowed by law, if less than eighteen percent (18%), and all costs of collection, including reasonable attorney's fees;

(b) All rights of the Owner as a Member of the Association, including usage of the Common Area, shall be automatically suspended until all Assessments and related costs are paid in full, and during such suspension, such Owner shall not be entitled to vote upon any matters on which Members are entitled to vote; and

(c) An action at law against the Owner personally obligated to pay the same, and/or foreclose on the lien herein retained against the Lot. Interest, costs of court and reasonable attorney's fees (when placed with an attorney for collection, whether with or without suit) incurred in any such action shall be added to the amount of such Assessment or charge.

Section 10. Contractual Lien.

(a) Generally. Assessments (together with interest, and reasonable attorney's fees if it becomes necessary for the Association to enforce collection of any amount in respect of any Lot) shall be a charge on each Lot and shall be secured by a continuing lien upon each Lot against which such Assessment is made until paid.

(b) Notice of Lien. Additional notice of the lien created by this Section may be effected by recording in the Office of the County Clerk of Hidalgo County, Texas, an affidavit, duly executed, sworn to and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot.

(c) Creation of Lien. Each Owner, by his acceptance of a deed to a Lot, hereby expressly grants to the Association of a lien for the purpose of securing payment of Assessments upon such Lot. In addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly GRANTS, BARGAINS, SELLS and CONVEYS to the President and/or Vice President of the Association from time to time serving, as Trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the Assessment levied hereunder, and other sums due hereunder remaining unpaid hereunder from time to time. The Trustee herein designated may be changed for any reason and at any time and from time to time by execution of an instrument in writing signed by the President or a Vice-President of the Association and affected to by the foregoing as an Assessment hereunder, of the Association and filed in the Office of the County Clerk of Hidalgo County, Texas.

(d) Enforcement of Lien. The Association shall have the right to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code (as may be amended or revised from time to time hereafter.) In the event of the election by the Board of Directors of the Association to foreclose the lien herein provided for non-payment of sums secured by such lien, then it shall be the duty of the Trustee, or his successor, as herein above provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such request Lot, and all rights appurtenant thereto in accordance with Section 51.002 of the Texas Property Code (as said statute shall read at the time of enforcement) and to make due conveyance to purchaser or purchasers, with general warranty of title to such purchaser or purchasers hinging upon the Owner or Owners of such Lot and his heirs, executors, administrators and successors. The Trustee shall give notice of such proposed sale as required by Section 51.002 of the Texas Property Code (as said statute shall read at the time notice is given).

(e) Additional Matters Pertaining to Foreclosure. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled in the appointment of a receiver to collect such rents and further shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

Section 11. Non-Use, Etc. No Owner may waive or otherwise escape said lien and liability for the Assessments provided for herein by non-use of the Common Area, or abandonment, non-use or divestiture of Ownership of a Lot any Assessment that become due and payable during the time when such Owner owned the Lot.

Section 12. Exempt Portions of the Properties. All portions of the Properties dedicated to, and accepted by, a local public authority exempt from taxation by the laws of the State of Texas, and all Common Area shall be exempt from the Assessments and other charges created herein. Notwithstanding the foregoing, no Lot which is used, or is intended for use, as a residence shall be except from Assessments and charges and the lien herein securing payment thereof.

Section 13. No Offsets. The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, (a) any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration, (b) any claim by the Owner of non-use of the Common Areas or abandonment of his Lot, (c) any claim by the Owner of inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or (d) any claim by the Owner of inconvenience or discomfort arising from any action taken to comply with any law or any determination of the Board of Directors or for any other reason.

ARTICLE XI.

Easements and Utilities

Section 1. Title to Utility Lines. This title conveyed to any Lot within the Properties shall be subject to any easement affecting same for utility or other purposes and shall not be held or construed to include the title to the water, gas, electricity, telephone, cable television, security storm sewer, or sanitary lines, pole, pipes, conduits or other appurtenances or facilities constructed upon, under, along, across or through such utility easements. No Lot Owner shall own the pipes, wires, conduits, or other service lines running through his lot that are used for or serve other Lots, but each Owner shall have an easement to use such facilities to the extent necessary for the use, maintenance, and enjoyment of his Lot.

Section 2. Association Easements. The Association, its agents, servants, and employees shall have and be entitled to all easements specifically referenced throughout this Declaration.

Section 3. Easements for Utilities, Etc.

(a) Generally. Declarant hereby reserves unto Declarant (so long as Declarant owns any portion of the Properties), the Association, and the designees of each, a blanket easement upon, across, over, and under all of the Properties of ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, alarm monitoring systems, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner thereof.

(b) Specific Easements. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

(c) Dedications to Public. The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Hidalgo County Texas, or to any other local, state, or federal governmental entity.

Section 4. Easement Regarding Electric Service Cables. Declarant hereby reserves for itself an easement for access to easement area occupied and centered on electric company service wires immediately adjacent to the Owner's Lot for the purpose of installing, repairing, and maintaining the underground service cables each Owner is obligated to furnish, install, own, and maintain pursuant to Article XII, Section 2, below.

ARTICLE XII.

Underground Electrical Distribution System

Section 1. Generally. An underground electrical distribution system (the "System") will be installed within that part of the Properties which, according to the Plat contain Lots (the "Underground Residential Subdivision"). The System shall embrace all Lots in the Underground Residential Subdivision. The System shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available to the Lots. For so long as underground service is maintained in the Underground Residential Subdivision the electrical service to each Dwelling Unit shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three-wire, 60 cycle, alternating current.

Section 2. Owner's Responsibility. The Owner of each Lot containing a Dwelling Unit shall, at his own cost, furnish install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designed by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot containing a Dwelling Unit shall, at his own cost, furnish, install own, and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation on the meter of such electric company for the Dwelling Unit constructed on such Owner's Lot.

Section 3. Conditions. The electric company has installed the System in the Underground Residential Subdivision (except for certain conduits, where applicable and except as hereafter provided). As used in this Declaration, the term "Dwelling Units" excludes mobile homes. Should this Declaration be amended to permit erection of one or more mobile homes within the Underground Residential Subdivision the electric company shall not be obligated to provide electric service to any such mobile homes unless (a) there has been paid to the electric company an amount representing the excess in cost for the entire Underground Residential Subdivision, of the System over the cost of equivalent overhead facilities to serve the Underground Residential Subdivision, or (b) the Owner of such affected Lot, or the applicant for services to any mobile home, shall pay to the electric company the sum of (i) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess cost of the System to serve such Lot or Dwelling Unit over the cost of equivalent overhead facilities to service such Lot or Dwelling Unit, plus (ii) the cost or rearranging and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by electric company to be necessary.

Section 4. Applicable to Reserves. The provisions of this Article XII shall also apply to any future residential development in reserve(s), if any, shown on the Plat. Specifically, but not by way of limitation, if an Owner in a former reserve undertakes some action which would have invoked the per front lot foot payment referenced in Section 3 of this Article XII if such action has been undertaken in the Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company as described in Section 3 of this Article XII. The provisions of this Article XII do not apply to any future non-residential development in such reserves(s).

Section 5. Easement Grants. Declarant has either by designation on the Plat, this Declaration, or by separate instrument granted the necessary easements to the electric company providing for the installation, maintenance, and operation of the System and has also granted to the various Owner's reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Owners to permit installation, repair, and maintenance of each Owner's owned and installed service wires.

Section 6. Rights to Build on Easement Area. Easements for the System may be crossed by driveways and walkways provided the builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof. The easement for the System shall be kept clear of all other Improvements, including buildings, patios, or other pavings, and the utility company using the easements shall not be liable for any damage done by it, its assigns, agents, employees, or servants, to shrubbery, trees, or Improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

ARTICLE XIII.

Annexation

Section 1. Annexation. Additional residential property and Common Area may be annexed into the jurisdiction of the Association upon the favorable vote of two-thirds (2/3) of the membership votes entitled to be cast by each membership class at a meeting of the Members or otherwise. Provided, however, for so long as there is a Class "B" membership, additional residential property or Common Area may be annexed by Declarant without approval by Members of the Association. Annexation of additional property shall encumber said property with all of the covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration and shall become effective on the date a Supplemental Declaration is signed and acknowledged by the owner of said annexed property and the appropriate annexing authority (either Declarant or the Association), is filed for record in Hidalgo County, Texas, evidencing the annexation. Each such instrument evidencing the annexation of additional property shall describe the portion of the property comprising the Lots and Common Area. The funds resulting from any assessment, whether annual or special, levied against any property hereinafter annexed to the Properties may be combined with the funds collected from the Owners of Lots within the Properties and may be used for the benefit of all property and all Owners in the manner hereinabove provided.

ARTICLE XIV.

General Provisions

Section 1. Duration and Amendment. The covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Association, all owners, their respective legal representatives, heirs, successors, and assigns for a term of forty (40) years from the date this Declaration is filed with the County Clerk of Hidalgo County, Texas, after which time said covenants, conditions, restrictions, reservations, liens, and charges shall be automatically extended and renewed for successive periods of ten (10) years each, unless prior to said renewal date an instrument signed by the then Owners of not less than two-thirds (2/3) of the total member of Lots within the Properties is filed for record with the County Clerk of Hidalgo County, Texas, altering, rescinding, or modifying said covenants and restrictions, in whole or in part, as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of two-thirds (2/3) of the total number of Lots within the Properties shall always have the power and authority to amend this Declaration and such amendment shall become effective on the date any instrument signed by the then Owners of not less than two-thirds (2/3) of the total number of Lots within the Properties is filed for record in Hidalgo County, Texas, so amending this Declaration. In addition, Declarant shall have the right at any time and from time-to-time, without the joinder or consent of any other

party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record in Hidalgo County, Texas, for the purpose of correcting any typographical or grammatical error, ambiguity, or inconsistency appearing herein, or for the purpose of complying with any statute, regulation, ordinance, resolution, or order of the Federal Housing Administration, the Veterans Administration, or any federal, state, county, or municipal governing body, or any agency or department thereof; provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and any Supplemental Declaration taken collectively, and shall not impair or effect the vested rights of any Owner or Mortgagee.

Section 2. HUD and VA Approval. Notwithstanding the other terms of this Declaration, annexation of additional property, dedication of Common Area, and amendment of this Declaration, requires the prior approval of the United States Department of Housing and Urban Development or the Veterans Administration for so long as there is a Class "B" membership.

Section 3. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 4. Cumulative Effect: Conflict. The covenants, conditions, restrictions, and provisions of this Declaration shall be cumulative with any others pertaining to the Properties (the "Additional Covenants") and the Association may, but shall not be required to, enforce the Additional Covenants; provided, however, in the event of conflict between or among (a) the covenants, conditions, and restrictions, of this Declaration; and (b) the terms of the Additional Covenants, and provisions of any articles of incorporation, by-laws, rules and regulations policies, or practices adopted or carried out pursuant thereto, the Additional Covenant shall be subject and subordinate to those of this Declaration. The foregoing priorities shall apply, but not be limited to, the lien for Assessments created in favor of the Association.

Section 5. Compliance. It shall be the responsibility of each Owner or occupant of a Dwelling Unit to obtain copies of and become familiar with the terms of this Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, and Minimum Construction Standards. Every Owner of any lot shall comply with all lawful provisions of this Declaration, the By-Laws, and Rules and Regulations of the injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Lot Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the By-Laws.

Section 6. Security. The Association may but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS, AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL CONTROL COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARCHITECTURAL CONTROL COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLARS ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND

INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITH THE PROPERTIES.

Section 7. Assignment of Declarant's Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided the transfer shall neither reduce an obligation nor enlarge a right beyond that contained herein or in the By-Laws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Office of the County Clerk of Hidalgo County, Texas. This Section may not be amended without the express written consent of the Declarant.

Section 8. Additional Restrictions Created by Those Other Than Declarant. No Person shall record any covenants, conditions, and restrictions or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions, and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

Section 9. Severability. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

Section 10. Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 11. Delay in Enforcement. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

Section 12. Enforceability. This Declaration shall run with the Properties and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner of a Lot in the Properties, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an Owner or occupant of a Lot by the Association, the Association or other Owner, as the case may be, shall be entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot who violated this Declaration.

Section 13. Remedies. In the event any person shall violate or attempt to violate any of the provisions of the Declaration, the Association, each Owner of a Lot within the Properties, or any portion thereof, may institute and prosecute any proceedings at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

Section 14. Violations of Law. Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any Lot hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 15. No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Properties, or any Improvements thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

Section 16. Captions for Convenience. The titles, headings, captions, articles and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to Articles and Sections are to articles and sections of this Declaration

Section 17. No Condominium. This Declaration does not and is not intended to create a condominium within the meaning of the Texas Condominium Act, Tex. Prop. Code Ann. §§ 81.001-81.210 (Vernon 1983).

Section 18. Governing Law. This Declaration shall be construed and governed under the laws of the State of Texas.

Section 19. Multiple Counterparts. This Declaration may be executed in one or more counterparts which taken together shall constitute or instrument without the necessity of each party executing the same counterpart

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration to be effective as of the 23rd day of April, 1996.

DIZDAR DEVELOPMENT, LTD.

By: DIZDAR CORP., its General Partner

By: _____
Mark Dizdar, President

LIENHOLDER'S CONSENT AND SUBORDINATION

_____, the owner and holder of a lien or liens covering the Lots has executed this Declaration to evidence its (i) consent to Declarant's execution of this Declaration; (ii) agreement to subordinate its lien or liens to the provisions of this Declaration with the same effect as if this Declaration had been executed delivered, and recorded prior to the execution and recording of the agreement(s) creating the lien or liens; and (iii) agreement that notwithstanding any foreclosure pursuant to the terms of any agreement(s) creating the lien or liens, this Declaration shall continue unabated and in full force and effect.

By: _____
Name: _____
Title: _____

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR KINGSLEY, SECTION ONE (1)

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Kingsley, Section One (1) (the "Declaration") dated April 22, 1996, was recorded in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's File No. 519071 on April 25, 1996 and subjects real property known as Kingsley, Section One (1), a subdivision in Hidalgo County, Texas (the "Subdivision") to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, Articles XIV, Section 1 of the Declaration provides that the owners of two-thirds (2/3) of the total number of lots within the Properties (defined in the Declaration and herein called "Properties") shall always have the power and authority to amend the Declaration and such amendment shall become effective on the date any instrument signed by the then owners of not less than two-thirds (2/3) of the total number of lots within the Properties is filed for record in Hidalgo County, Texas, so amending the Declaration, and

WHEREAS, Dizdar Development, Ltd, a limited partnership (the "Declarant") currently owns more than two-thirds (2/3) of the total number of lots within the Properties and desires to amend the Declaration.

NOW, THEREFORE, in consideration of the recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant does hereby add Section 14 to Article X of the Declaration to read as follows:

Section 14. Subordination of the Lien to Mortgages. The lien of the Assessments Provided for herein shall be subordinate to any purchase money liens relating to the Lots or liens relating to construction upon the Lots. Sale or transfer of any Lot shall not affect the lien of the Assessment; however, the sale or transfer of any Lot pursuant to the foreclosure of a purchase money lien, construction lien or any proceeding in lieu thereof, shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for the Assessments thereafter becoming due or from the lien thereof. A selling Owner of a Lot shall not be relieved of personal liability for any Assessments accruing on such Lot prior to the date of sale or transfer.

EXECUTED this 7th day of May, 1996.

DECLARANT:

DIZDAR DEVELOPMENT, LTD, a limited partnership

By: DIZDAR CORP., its General Partner

By: _____
Mark Dizdar, President