

**RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS OF FIESTA  
VILLAGE SUBDIVISION, HIDALGO COUNTY,  
TEXAS**

This Restated Declaration of Covenants, Conditions, and Restrictions is made effective January 2, 2022, at Mission, Texas, by the undersigned, for the following purposes:

WHEREAS, the undersigned purchased Lot(s) in Fiesta Village Subdivision and subject to restrictions as set out by instrument dated November 21, 1977 and recorded in Volume 1564, Page 272-276, Deed Records of Hidalgo County, Texas on February 15, 1978, with an initial term of 25 years from the date of recording; and as amended by document recorded on January 2, 2002, under Clerk's File No. 1037953 in the Deed Records of Hidalgo County, Texas, and effective on February 15, 2003, with an initial term of 20 years from the date of recording.

Other recorded amendments that did not take effect as they were replaced by the more current 2002 amendment on their common effective date of February 15, 2003, include the amendment recorded on November 3, 1983 under Clerk's File No. 41307, of the Official Records of Hidalgo County, Texas; and the amendment recorded on October 26, 1999 under Clerk's File No. 817872, of the Official Records of Hidalgo County, Texas.

The amendment recorded on January 29, 2007 under Clerk's File No. 1715146 of the Official Records of Hidalgo County, Texas is invalid as it was recorded with an insufficient number of signatures (66% as stated, and not the then required 75%); was incorrectly dated; and included extraneous and conflicting material.

WHEREAS, all the Lots in the Subdivision have been sold by the original developers and the Lots bound and referenced by this document are described as follows:

- ALL OF LOTS 1 TO 13, BLOCK ONE (1)**
- ALL OF LOTS 1 TO 22, BLOCK TWO (2)**
- ALL OF LOTS 1 TO 20, BLOCK THREE (3)**
- ALL OF LOTS 1 TO 38, BLOCK FOUR (4)**
- ALL OF LOTS 1 TO 12, BLOCK FIVE (5)**
- ALL OF LOTS 1 TO 21, BLOCK SIX (6)**
- ALL OF LOTS 1 TO 12, BLOCK SEVEN (7)**
- ALL OF LOTS 1 TO 22, BLOCK EIGHT (8)**
- ALL OF LOTS 1 TO 20, BLOCK NINE (9)**
- ALL OF LOTS 1 TO 38, BLOCK TEN (10)**
- ALL OF LOTS 1 TO 12, BLOCK ELEVEN (11)**
- ALL OF LOTS 1 TO 21, BLOCK TWELVE (12)**
- ALL OF LOTS 1 TO 12; BLOCK THIRTEEN (13)**
- ALL OF LOTS 1 TO 22, BLOCK FOURTEEN (14)**

**ALL OF LOTS 1 TO 20, BLOCK FIFTEEN (15)**  
**ALL OF LOTS 1 TO 38, BLOCK SIXTEEN (16)**  
**ALL OF LOTS 1 TO 12, BLOCK SEVENTEEN (17)**  
**ALL OF LOTS 1 TO 16, BLOCK EIGHTEEN (18)**  
**ALL OF LOTS 1 TO 16, BLOCK EIGHTEEN "A" (18-A)**  
**ALL OF LOTS 1 TO 12, BLOCK NINETEEN (19)**  
**ALL OF LOTS 1 TO 10, BLOCK TWENTY (20)**  
**ALL OF LOTS 1 TO 19, BLOCK TWENTY-ONE (21)**

**FIESTA VILLAGE, AN ADDITION TO THE CITY OF MISSION, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP AND PLAT THEREOF RECORDED IN VOLUME 20, PAGE 64 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES:**

WHEREAS, the original developers of the Subdivision conveyed the common areas of the Subdivision, to Fiesta Village, Inc., for administration of those common areas, by warranty deed dated January 20, 1983, of record in Volume 1824, Pages 851-854, Official Records of Hidalgo County, Texas, and

WHEREAS, the undersigned wish to amend and restate the Covenants, both original and as amended, without in any way revoking or diminishing the effect of said original and amended Covenants;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, the undersigned hereby agree, consent, and adopt the following Restated Declaration of Covenants, Conditions, and Restrictions of Fiesta Village Subdivision, Hidalgo County, Texas, and attach their signatures to evidence such consent:

## **DEFINITIONS**

1.01 FIESTA VILLAGE, INC. -- is the corporation that owns the common area property and under which the Association manages the subdivision.

1.02 FIESTA VILLAGE -- is the common reference name for the entirety of the physical, intangible, and operational aspects of the common area property and subdivision.

1.03 FIESTA VILLAGE SUBDIVISION -- is a reference to Fiesta Village, an Addition to the City of Mission, Hidalgo County, Texas, and its recorded plat as referenced above.

1.04 LOT -- "Lot" means any of the plots of land shown on the plat and subdivision map recorded in Volume 20 at Page 64 of the Map Records of Hidalgo County, Texas (the "Map"). The term Lot does not include the Common Area(s).

1.05 OWNER -- "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in Fiesta Village Subdivision on which there is or will be located a motor home, recreational vehicle, park model trailer, or travel trailer. "Owner" includes contract sellers but excludes persons having only a security interest.

1.06 QUALIFYING OCCUPANT-- "Qualifying Occupant" means an individual owner or tenant residing on a Lot that is 55 years of age or older.

1.07 COMMON AREA -- "Common Area" means the entire Property except the Lots, and except the dedicated streets, subject to all easements and rights described in this Declaration. The Fiesta Village, Inc. recreation center includes the recreation hall or halls, swimming pool with heated spa, shuffleboard courts, pickleball courts, other recreational courts, coin-operated laundry, parking lot and any other buildings, recreation facility, parking lot, or Lots which may be acquired by Fiesta Village, Inc., or constructed at any time.

1.08 ASSOCIATION -- "Association" means an incorporated association consisting of all Owners, which as a result have the duty of maintaining, operating, and managing the Common Area, programs and Subdivision as provided in this Declaration. Each Owner becomes a member of the Association contemporaneously with acquiring a Lot, without further documentation of any kind. This Association is known as "Fiesta Village, Inc."

1.09 ASSOCIATION MEMBER – "Association Member" is synonymous with Owner and Member.

1.10 BOARD -- "Board" means the Board of Directors of the Association.

1.11 DECLARATION -- "Declaration" means this Restated Declaration of Covenants, Conditions, and Restrictions of Fiesta Village Subdivision, Hidalgo County, Texas, as well as the Original Covenants and any other Amendments thereto, inclusive.

1.12 COVENANTS – "Covenants" means this Restated Declaration of Covenants, Conditions, and Restrictions of Fiesta Village Subdivision, Hidalgo County, Texas, as well as the Original Covenants and any other Amendments thereto, inclusive.

## **OVER "55" SUBDIVISION**

2.01 OVER "55" REQUIREMENTS: Owners restrict the use of Fiesta Village so that it is a private, residential, over "55" subdivision as established and defined under the Federal Housing for Older Persons Act, enacted on December 28, 1995, and under the Texas Fair Housing Act, Property Code Section 301.043 (3).

2.02 The restrictions, stipulations, and conditions set out herein are designed to maintain the intent of these Covenants to restrict occupancy to at least one person 55 years of age or older in each unit, as defined, and with exceptions as outlined in Federal and State law and regulations, and in these Covenants.

2.03 The Fiesta Village Subdivision is intended and operated as housing for persons ages 55 and older and is planned, marketed, and designed to meet the physical and social need of older persons.

2.04 No child or children under the age of 18 years of age may be resident in this subdivision. Children under 18 years of age may visit the property for a total period of not more than thirty (30) days in any one calendar year, unless the period is reduced or expanded on a case-by-case basis by the Board. No children under 18 years of age are permitted to use the common area unless accompanied by their adult host.

2.05 Under 55 years of age exemptions include: 1) Excepted are spouses, partners, and already resident family members, who may reside in the property when the qualifying occupant leaves due to health, disability, or death. 2) Others exempted include contracted or familial health care providers and personal attendants in their own units, as allowed in HUD regulations for “over 55” properties, as long as they are performing their duties for park residents. 3) Individuals under 55 years of age may occupy a property, without a qualifying individual in residence, for a period of not more than thirty (30) days in any one calendar year. 4) Also exempted are properties not in compliance with such provisions at the time of the recording of this Amendment to the Declaration. 5) Other exemptions may be considered and approved by the Board upon application.

All exemptions for a property or individual will cease upon any subsequent conveyance by sale, lease, or otherwise, of the Lot or residence.

All individuals under 55 residing independently in a unit, except those listed in 2.05-1 above, must annually register their presence and purpose with the Board.

## **PROPERTY OWNERSHIP AND OCCUPANCY**

3.01 Property in the Subdivision may not be conveyed whether by sale, lease, sub-lease or renewal of existing lease, to any party buying, leasing, sub-leasing or renewing a lease for the benefit of an identified or prospective occupant grouping without at least one member of such prospective occupant grouping being fifty-five (55) years of age or older.

3.02 Nothing contained in this Subsection prohibits the conveyance of property to: (1) parties taking possession and/or ownership of such property for the benefit of one or more family members age 55 or older; with those family members intended to be the occupants of the property; or (2) households purchasing property for occupancy at a future time when at least one person belonging to the household is 55 years of age or older; or (3) persons inheriting the property.

3.03 Corporate or Limited Partnership ownership of Lots in Fiesta Village Subdivision is prohibited, unless there is the intent for an owner of the corporation/partnership to personally reside in the property. Individual ownership is limited to four (4) lots. Existing ownership holdings of over four (4) lots prior to the effective date of this Amendment to the Declaration are exempt as it relates to properties that are owned at that time. Non-resident owners must annually register with the Board their intent to hold, lease, or sell their property. Estates, and mortgage companies, banks, and financial institutions post foreclosure, are exempted from this paragraph; also, Fiesta Village, Inc., is exempted from this paragraph; however, occupancy and disposal of properties must be in compliance with this Declaration.

3.04 Relations between an owner and tenant must be conducted in accordance with the Texas Fair Housing Act, Title 15, Chapter 301, as modified for "over 55" occupancy. Fiesta Village does not accept responsibility for any owner and tenant conflicts and the Board will not adjudicate such conflicts.

3.05 By acceptance of a conveyance of a piece of property in this subdivision, the Grantee(s) therein contract and agree to be bound by the rules and prohibitions contained herein. Any owner who allows their tenant(s) to violate these or any other covenants contained herein is liable and held responsible for their tenant's acts. It is the duty of every owner acting as a seller or lessor of a Lot in this subdivision to furnish the new or prospective purchaser or tenant with notice of this Declaration, as amended, and the specific provisions of this Section at the time of sale or lease of such Lot.

## **ASSOCIATION**

4.01 CREATION -- The owners of lots in Fiesta Village Subdivision constitute the Association. Each owner of a Lot is automatically a member of the Association. Association Membership is appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for Membership in the Association.

4.02 TRANSFER OF MEMBERSHIP -- Association Membership is transferred through the property deed to the grantee of a conveyance of a Lot in fee simple title. Membership is not to be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer is void.

4.03 MANAGEMENT OF ASSOCIATION -- The Association must be incorporated as a non-profit corporation. The Association must be managed by the Board of Directors pursuant to the procedures set forth in the Association's Articles of Incorporation and By-Laws, subject to this Declaration.

4.04 BOARD OF DIRECTORS -- The members of the Board of Directors must be Qualifying Resident Lot owners, in residence for a minimum of 60 days per calendar year.

4.05 MEMBERSHIP, VOTING, MEETINGS, AND ELECTIONS -- Each Lot is entitled to have one (1) vote, regardless of the number of owners of the Lot. That vote may be cast by one or all of the owners, or by signed proxy through the owner of another Lot. Proxys do not need to be notarized or witnessed.

There must be an annual business meeting of the Association Membership each year at a date to be determined by the Board. The Board may hold meeting(s) of the Association Membership in person, or in the event of the necessity of holding a meeting subject to time constraints, governmental or physical limitations, or in situations requiring the approval of emergency authorizations, meetings may be held by mail, virtually, or by any other method considered appropriate by the Board, considering the situation. At that meeting, the Association Members will address the issues at hand, which may include one or more of the following:

- a. Elect a Board of Directors consisting of not less than seven (7) members, as prescribed in the By-Laws, and/or
- b. Vote on any other matters the Board chooses to place before the membership, and/or
- c. Consider changes to the By-Laws, and/or
- d. Consider any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

4.06 DUTIES AND POWERS OF BOARD -- Through the Board, the Association has the following powers and duties:

- a. To adopt rules and regulations to implement this Declaration as well as the Original and Amended Covenants (hereinafter "Declaration"), and the Association's By-Laws.
- b. To enforce this Declaration, the By-Laws, and its rules and regulations.
- c. To elect officers of the Board.
- d. To establish operating, standing, and temporary committees of the Board.
- e. To establish the Park Rules Committee, a body consisting of not less than five (5) nor more than seven (7) persons, who are appointed by and serve at the pleasure of the Board. The Park Rules Committee, reporting directly to the Board of Directors of Fiesta Village, Inc. and at the Board's direction, is primarily responsible for the enforcement of the restrictions, covenants, applicable By-Laws, rules and regulations of Fiesta Village, Inc., as assigned by the Board.
- f. To delegate powers to operating committees, standing committees, and temporary committees, officers, and employees.

- g. To maintain financial records, meeting records, Lot ownership and permit records, and other files concerning the operation of Fiesta Village, Inc., and to maintain the legal registration of the Corporation.
- h. To prepare a balance sheet, operating income statement, and proposed annual budget for the Association and deliver a report to the membership at its annual meeting.
- i. To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be proportionally levied by Lot against each Owner.
- j. To impose fines with the effect of liens, for the violation of this Restated Declaration, the By-Laws, or the rules and regulations.
- k. To collect special assessments as approved by the Association, in accordance with the By-Laws, for capital improvements, operating expenses, or other purposes.
- l. To file liens against Lot Owners because of nonpayment of assessments or fines duly levied and to enforce said liens.
- m. To receive complaints regarding violations of this Declaration, the By-Laws, or the rules and regulations.
- n. To hold hearings to determine any penalties against Owners who violate this Declaration, the By-Laws, or the rules and regulations.
- o. To give reasonable notice to all Owners of all annual and special meetings of the membership and all public hearings.
- p. To hold monthly meetings of the Board from November through April, and other meetings as required throughout the year. Such meetings may be in person, by telephone, or virtual.
- q. To manage and maintain the Common Area facility in a state of good repair and high quality, and to manage the park programs so as to maintain the appearance and operation of Fiesta Village, at a highly competitive level in the market.
- r. To manage Lots owned by Fiesta Village, Inc. in support of park programs and facilities. Such lots do not need to be used for residential purposes, but are subject to uses or limitations imposed by the Association.
- s. To pay taxes, assessments, and other expenses that are or could become a lien on the Common Area.

- t. To pay the costs of insurance covering all causes of damage, including fire, wind, water, and other risk coverage typical for properties such as the subject in the subject's location, on all buildings, building contents, and other improvements located on the Common Area, and any Lots owned by the Corporation, and to pay the costs of liability insurance for Fiesta Village, Inc., and for members of the Board.
- u. To manage damage insurance receipts for the completion of required repairs.
- v. To pay general operating expenses.
- w. To receive and manage directed bequests, donations and gifts.

## CONSTRUCTION AND APPROVALS

4.07 APPROVAL OF SPECIFICATIONS OF CONSTRUCTION AND IMPROVEMENTS PLANS--Prior to any construction of improvements on any Lot, the Park Rules Committee must review and approve in writing all of the following projects on the Property:

- a. Construction of any building, fence, wall, or other permanent structure.
- b. Change in orientation of an existing structure where the structure is moved within the Lot.
- c. Installation of an existing structure moved from another Lot within the park, or from outside the park. (Copies of the City of Mission permit, inspection report, and approval are required if the structure is a park model trailer.)
- d. Any notable exterior addition, change, or alteration in any building, fence, wall or other permanent structure.
- e. Lot landscaping or grading that involves concrete, concrete block, or stone work on the Lot or any easement area on the Lot.
- f. Nothing herein is to be considered as a waiver or change in the stated purpose of this Subdivision as a motor home, travel trailer, recreational vehicle, or park model subdivision. Any additions or similar improvements must only be made to a travel trailer, recreational vehicle, or park model, and the structural integrity of such must be maintained. The construction of improvements around a bare chassis or axles is not permitted. The Park Rules Committee is the sole arbiter of compliance with this Section, subject to appeal to the Board.



4.08 APPLICATION FOR APPROVAL--To obtain approval to do any work described in this Section an Owner must submit an application to the Park Rules Committee showing the plans for the proposed work. Such plans may be either hand sketches or professionally prepared and must show the nature, shape, size, height, materials, and location of the proposed work relative to the adjacent setback and easement lines.

The setback and easement lines must be confirmed by examination of the Fiesta Village Subdivision plat. *(Information: Front Lot line survey pins, typically small iron gas pipe, may be located along the street curb at the front of the property, or at the front of a nearby property. Rear survey pins have also been found on some Fiesta Village properties.)*

If the work requires approval by the City of Mission, a copy of such approval must be provided to the Park Rules Committee before the work commences, and a copy of the City's final inspection report, if one is prepared by the City, must also be provided following completion.

4.09 STANDARD FOR REVIEW--The Park Rules Committee reviews all applications for proposed work in order to ensure conformity of the proposal with these Covenants, the By-Laws, and the surrounding structures and topography. An application that includes insufficient information will be rejected. The Committee has the authority to interpret and apply these standards and any others included in the By-Laws in approving or rejecting an application. The Committee will detail in writing the reason(s) for rejection and may suggest how the applicant could remedy the deficiencies. Documentation of approval or rejection by the Committee will be in a manner as established by the Board. Decisions by the Rules Committee may be appealed to the Board.

4.10 FAILURE OF COMMITTEE TO ACT -- If the Park Rules Committee fails either to approve or reject an application for proposed work within 30 days after acknowledged submission, then the application will be considered by the Board or in a manner to be determined by the Board.

4.11 MONITORING AND INSPECTION -- The Park Rules Committee will monitor the work during construction and do a final inspection after completion to assure that no permanent structures are constructed beyond the required set-back lines or are located on the utility or drainage easement areas. Violations will be reported to the owner for correction and to the Board if correction is not made.

4.12 ENFORCEMENT—The Association or any owner has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction is not to be deemed a waiver of the right of enforcement with respect to either the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

## LOT USE RESTRICTIONS AND STANDARDS

5.01 No Owner is to occupy or use their Lot or residence and such outbuildings as are customarily appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence of the owner, family, guests, and tenants.

5.02 All Lots may be used only for travel trailers, motor homes, recreational vehicles or park model trailers.

- a. No more than one travel trailer, motor home, recreational vehicle, or park model trailer may be placed on a Lot, whether such is occupied or not, except if one is used as the sole means of transportation.
- b. Travel trailers, motor homes, park model trailers, recreational vehicles, storage sheds, and room additions must at the time of installation be situated on the Lot as required by the ordinances and regulations of the City of Mission, Texas, this Declaration, and the By-Laws and regulations of Fiesta Village, Inc.
- c. Travel trailers, motor homes, recreational vehicles, and park model trailers must be self-contained when used as a residence.
- d. Two-story sheds or additions are not allowed on any Lot.
- e. Fiesta Village is not intended for tent camping. The use of tents is subject to regulation through the By-Laws, or by the Board.
- f. The maximum size for a detached storage shed or building on a Lot is twelve (12) feet by twelve (12) feet (or a total of 144 square feet total floor area) by nine (9) feet in height.
- g. Structural additions or sheds must not extend into the space required for a travel trailer, motor home, recreational vehicle, or park model trailer and one off-street automobile parking space on the Lot.
- h. Canopies must not extend beyond the lot lines. Canopy posts must not be positioned inside the required setback area as described in Section 5.04 below. Canopy overhangs must not extend over the utility and drainage easement areas.

5.03 All permanent driveways, car parking spaces and patios must be of concrete. When developing or redeveloping a Lot, all required driveways, car parking spaces, patios and utilities must be installed prior to the installation of any recreation vehicle or park model on a Lot.

5.04 SETBACKS--No motor home, travel trailer, recreational vehicle, or park model trailer, shed, or permanent improvement of any kind is to be located on any Lot nearer to the front lot line, the side lot line, or the rear lot line than the minimum building setback lines as defined as follows:

- a. Side building setback lines must be located at least five (5) feet from the lot line as measured from the side lot line. Front building setback lines must be located at least seven (7) feet from the front lot line as measured from the front lot line. Setbacks are as shown on the plat of Fiesta Village, recorded in Hidalgo County Map Records Book Vol. 20, Page 64 on January 23, 1978. (*Information: The front lot line in Fiesta Village is typically the edge of the street curb.*)
- b. The rear setback line and some side setback lines are established by the total depth of the utility easement and drainage easement areas as they affect each lot, as shown on the plat of Fiesta Village, recorded in Hidalgo County Map Records Book Vol. 20, Page 64 on January 23, 1978. (*Information: Required rear setbacks could be either five feet, ten feet, or twenty feet depending on the location of the property within the Fiesta Village Subdivision.*) Permanent structures must not be constructed on any utility easement, or drainage easement area. These easements are recorded and benefit the utility companies serving Fiesta Village and the City of Mission and are subject to construction and maintenance activities without notice. (*Information: All improvements, including patios, flower beds, shrubs, trees, buildings and building additions, sheds, canopies, etc., located in utility easement and drainage easement areas are subject to removal without notice or recompense when it is necessary to clear the easement area for maintenance or construction activity.*) (*Information: Utility and drainage easement areas are **not** subject to abrogation through the claim of adverse possession.*)
- c. For purposes of this covenant, eaves are not considered to be a part of the building; provided, however, that this is not to be construed to permit any portion of a building or eve on any Lot to extend over another Lot or the street. Also, building eaves must not extend over the utility or drainage easement areas.

#### 5.05 SUBDIVISION, RESUBDIVISION, CONSOLIDATION

- a. If two or more Lots, or portions of two or more Lots, are consolidated into a single building site, these building setback requirements will apply to the resulting building site as if it were one original, platted Lot.
- b. No Lot is to be re-subdivided or split except as follows: Any person owning two or more adjoining Lots may split, subdivide or consolidate those Lots into home sites, as permitted by this Declaration, provided that such split, subdivision or consolidation does not result in any home site or existing improvement that violates section 5.04 above. Any re-subdivision or split must be approved by the City of Mission, Texas, the notice of which must be provided to the Board. A re-subdivision must be formally platted and recorded with the County. For Association voting purposes, votes will be allocated as whole votes based on the resulting number of Lots, and not based on a fractional proportion of the original Lots.

5.06 Clothes lines are limited to the umbrella portable type or roll up type and are to be placed at the rear of the Lot. All outside garbage cans are to be placed at the rear of the Lot.

5.07 Cargo trailers, trucks larger than medium duty pickups, boats larger than canoes or kayaks, machinery, appliances, or unsightly material must not be openly stored on any Lot. All Lots, motor homes, travel trailers, recreation vehicles, and park model trailers must be maintained by the owners in a neat appearance at all times throughout the year. All Lots must be landscaped with grass, stone or other permanent landscaping. Grass and other vegetation must be neatly cut and maintained at all times throughout the year. It is the owner's responsibility to maintain their Lot(s) free of weeds, rubbish, brush, or other unsightly, objectionable or unsanitary items.

The Board of Directors of Fiesta Village, Inc. will notify any Lot owner in violation of this covenant by certified mail. Failure to comply within 15 days after notice is received will be cause for the Board of Directors to have the property mowed, remove weeds, remove trash or to remove other unsightly or unsanitary material from the property. All expenses incurred will be charged to the Lot owner's assessment account.

5.08 All easements must be maintained by the adjacent Lot owners.

5.09 No animal, livestock or poultry of any kind other than domestic pets (defined as dogs or cats) are allowed to be raised, bred or kept on any Lot. Domestic pets must be confined and must not be permitted to run loose on the streets or Lots other than the owner's Lot.

5.10 All existing recreation vehicles that are permanent, and park model trailers must be skirted. All park model trailers, and recreation vehicles permanently placed on a Lot must be skirted within ninety (90) days of the installation date. Permanent is defined as any park model trailer or recreation vehicle occupying a Lot without interruption for at least two years or with wheels removed and tied down.

5.11 Regular Assessments and Special Assessments will be assessed against each Lot as set out in the By-Laws of Fiesta Village, Inc. Failure to pay such assessments when due will cause an assessment lien to be placed upon said property until all fees, assessments and late charges are paid. All court costs, attorney's fees and incidental costs in securing said lien will be at the Lot owner's expense. Other penalties for non-payment of assessments include the loss of voting rights, and other rights as enumerated in the By-Laws, until such time as the assessments are paid. Timely payment of dues and assessments are required for owners to maintain the rights and privileges of members of Fiesta Village, Inc.

5.12 Lot owners must be notified by certified mail thirty (30) days prior to any action being taken against them. *(Texas Property Code Section 209.006 requires 30 days' notice of any action and the opportunity to request a hearing on or before the 30<sup>th</sup> day after the date the notice was mailed to the owner, except for the collection of assessments and foreclosure under a lien.)* Lot owners then have the opportunity to request a hearing by notifying the Board of Directors of Fiesta Village, Inc. Such request must be made within ten (10) days of receiving said letter. A Grievance Board selected from among the members of Fiesta Village, Inc., and including at least one member of the Board, will conduct such hearing and will decide all matters in controversy. Written notification of their decision will be provided to the Lot owner, and to the Board, within 15 days of the hearing.

## **ENFORCEMENTS, WAIVERS, AND DURATION**

6.01 These covenants are to run with the land and are binding on all parties and all persons claiming under them until January 2, 2032, after which time said covenants will be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of at least 67% of the Lots has been recorded agreeing to revise said covenants in whole or in part. Any subsequent approved covenant revision will take effect upon recording and will run until January 2, 2032, or as specified in the subsequent covenant revision. Unless otherwise stated in the subsequent revised covenants they will be automatically extended for successive periods of ten (10) years.

6.02 Enforcement will be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

6.03 The waiver or invalidation of any one or more of these restrictions, covenants or conditions by court order, judgment or otherwise, in nowise constitutes a waiver of, or invalidate, any other restriction, covenant or condition, and all other provisions will remain in full force and effect.

6.04 If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party is entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

6.05 This Restated Declaration is to be liberally construed to effectuate its purpose of creating a uniform plan for the Subdivision.

6.06 NONWAIVER--Nothing herein is to be construed as a waiver or novation of any prior Covenant or Declaration. All previous Covenants and Declarations are hereby expressly ratified and continue in full force and effect. However, to the extent any provision herein may conflict with any prior Covenant or Declaration, this Restated Declaration controls.

6.07 REQUIRED APPROVAL SIGNATURES -- The State of Texas, has established by statute the required approval rate for changes to Covenants, Conditions and Restrictions such as these at 67% by Texas Code Section 209.0041(h) effective in 2011. *(Information: For Fiesta Village the minimum required owner approval as of the effective date is 287 lots out of 428 lots.)*

This Restated Declaration of Covenants, Conditions, and Restrictions of Fiesta Village Subdivision is executed by the below Owners of at least Sixty-Seven (67) percent of the Lot(s) in said Subdivision, on the day shown with each signature, at the location indicated by the Notary, and as appended to the end of this document. Refer to the attached Certification by the Board of Directors for a statement as to the actual number of Lots the owners of which are owners as of the effective date and approve this Declaration.

**Effective the 2nd day of January 2022.**