

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

This Restated Declaration of Covenants, Conditions, and Restrictions is made on February 4, 2006, at Mission, Texas, by the undersigned, for the following purposes:

WHEREAS, the undersigned purchased Lot(s) in Fiesta Village Subdivision 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; and amended by document dated January 28, 1983, of record under Clerk's File No. 41307, Official Records of Hidalgo County, Texas; and additionally amended by document dated March 26, 1999, of record under Clerk's File No. 817872, Official Records of Hidalgo County, Texas, and

WHEREAS, all of 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 hereto to evidence such consent:

#### DEFINITIONS

- 1.01. 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)
- 1.02. OWNER—"Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be located a motor home vehicle, park model, or travel trailer. "Owner" includes contract sellers but excludes persons having only a security interest.
- 1.03. COMMON AREA—"Common Area" means the entire Property except the Lots, subject to all easements and rights described in this Declaration. Fiesta Village, Inc. recreation center includes the recreation hall or halls, swimming pool with heated spa, shuffleboard courts, coin-operated Laundromat, horseshoe courts, parking lot and any other area or buildings which may be acquired at any time.
- 1.04. ASSOCIATION—"Association" means an incorporated association consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without further documentation of any kind. This Association shall be known as "Fiesta Village, Inc."
- 1.05. BOARD—"Board" means the Board of Directors of the Association.
- 1.06. DECLARATION—"Declaration" means this Restated Declaration as well as the Original Covenants and any other Amendments thereto, inclusive.

#### OVER "55" SUBDIVISION

- 2.01. Ownership and Use of Lot: Owners restrict the use of the property so that it is a private, residential, Adult Subdivision, in which all of its lots are occupied by at least one person 55 years of age or older. The restrictions, stipulations, and conditions set out below are designed to maintain this intent. Anyone under 55 years of age may visit the property for a period of not more than thirty (30) days in any one calendar year. No children under 18 years of age shall be permitted to use common area unless accompanied by their adult host.

- 2.02. The Fiesta Village Subdivision is intended and operated as a whole as housing for persons ages 55 and older and is planned, marketed and designed to meet the physical and social need of older persons. There shall be no child or children under the age of 18 years of age in residency in this subdivision. Occupancy is restricted to situations wherein at least one person who is 55 years of age or older, per lot or residence, is in residence; temporary and limited absences excepted. Also excepted are instances where such qualifying occupancy involuntarily ceases due to death of physical or mental disability of the qualifying person 55 years of age or older. Also exempted from the provisions of the Clause (2) shall be properties not in compliance with such provisions at the time of the recording of this Amendment to the declaration; all instances of the exemption will cease upon any subsequent conveyance by sales, lease, or otherwise, of the lot or residence.
- 2.03. No property in the Subdivision shall be conveyed whether by sale, lease, release or renewal of existing lease, to any party buying, leasing, releasing or renewing a lease for the benefit of an identified or prospective occupant grouping without at least one member of such identified or prospective occupant grouping being fifty-five (55) years of age or older. Nothing contained in this Subsection shall prohibit the conveyance of property to: (1) parties taking possession and/or ownership of such property for the benefit of one of more relatives age 55 or older and such relative or relatives in fact being the actual occupants of such property; (2) households purchasing property for future occupancy for such future time as when at least one person belonging to such household is 55 years of age or older.
- 2.04. By acceptance or a conveyance of a piece of property in this subdivision, the Grantee or Grantees therein contract and agrees to be bound by the rules and prohibitions contained herein. Any owner who allows his tenant or tenants to violate these or any other covenants shall be liable and held responsible for his tenant's acts. It shall be the duty of every owner acting as a seller or lessor of a lot in this subdivision to furnish the new or prospective purchaser or tenant with notice of this declaration, as amended, and the specific provisions of the Section at the time of sale or lease of such lot.

### **ASSOCIATION**

- 3.01. **CREATION** – The owners shall constitute the Association. Each owner of a Lot shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.
- 3.02. **TRANSFER OF MEMBERSHIP**—Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.
- 3.03. **MANAGEMENT OF ASSOCIATION** – The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.
- 3.04. **MEMBERSHIP VOTING, MEETINGS, AND ELECTIONS**—Each lot shall be entitled to have one (1) vote, regardless of the number of owners of the Lot. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall (1) elect a Board of Directors, consisting of not less than seven (7) members, as prescribed in the bylaws, (2) vote on any other matters the Board chooses to place before the membership, and (3) consider any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

- 3.05. DUTIES AND POWERS OF BOARD**—Through the Board, the Association shall have 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 bylaws.
  - b. To enforce this Declaration, the bylaws, its rules and regulations.
  - c. To elect officers of the Board and select the members of the Park Rules Committee, in accordance with the bylaws.
  - d. To delegate powers to committees, officers, or employees.
  - e. To prepare a balance sheet, budget, and operating income statement for the Association and deliver a report to the membership at its annual meeting.
  - f. To establish and collect regular assessments, as prescribed in the by-laws, to defray expenses attributable to the Association’s duties, to be levied against each Owner, as well as to impose fines, which will have the effect of liens, for violation of this Restated Declaration, the bylaws, or the rules and regulations.
  - g. To collect special assessments as approved by the Association, in accordance with the bylaws, for capital improvements or other purposes.
  - h. To file liens against Lot Owners because of nonpayment of assessments or fines duly levied and to enforce said liens.
  - i. To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
  - j. To hold hearings to determine any penalties against Owners who violate this Declaration, the bylaws, or the rules and regulations.
  - k. To give reasonable notice to all Owners of all annual and special meetings of the membership and all hearings.
  - l. To hold regular meetings of the Board at least monthly from November first to April first.
  - m. To manage and maintain all of the Common Area in a state of high quality and in good repair.
  - n. To pay taxes and assessments that are or could become a lien on the Common Area.
  - o. To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.
  - p. To establish a Park Rules Committee consisting of not less than five (5) nor more than seven (7) persons, who shall 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, will be primarily responsible for the enforcement of the restrictions, covenants, rules and regulations of Fiesta Village, Inc.
- 3.06. 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 structure.
  - b. Any notable exterior addition, change or alteration in any building, fence, wall, or other structure.
  - c. Any Lot landscaping or grading which involves cement or solid block work on the Lot or any easement area on the Lot.
  - d. Nothing herein shall constitute a waiver or change in the stated purpose of this Subdivision as a travel trailer, recreational vehicle, or park model subdivision. Any additions or similar improvements shall 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 shall not be permitted. The Park Rules Committee shall be the sole arbiter of compliance with this section, subject to appeal to the Board.

- 3.07. APPLICATION FOR APPROVAL—To obtain approval to do any other 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 shall show the nature, shape, size, and location of the proposed work.
- 3.08. STANDARD FOR REVIEW—The Park Rules Committee shall review applications for the proposed work in order to ensure conformity of the proposal with these covenants, conditions, restrictions and the surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have authority to interpret and apply these standards. In rejecting an application, the Committee shall detail the reasons for rejection and suggest how the applicant could remedy the deficiencies. A majority of the Committee members must sign the application in order for approval to be granted.
- 3.09 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 Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.
- 3.10. ENFORCEMENT—The Association or any Owner shall have 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 shall not be deemed a waiver of the right of enforcement either with respect to 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**

- 4.01. No Owner shall occupy or use his Lot or residence and such outbuildings as are customarily appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a Private Residence of the Owner, his family, guest, and tenants.
- 4.02. All lots may be used only for family recreation vehicles consisting of travel trailers, motor homes, or park model trailers.
- a. No more than one travel trailer, motor home, or park model may be placed on a Lot, whether recreation vehicle is occupied or not, except if recreation vehicle is used as sole means of transportation.
  - b. Travel trailers, motor homes, park model trailers and storage shed or room additions must be placed on the Lot as required by ordinances and regulations of the City of Mission, Texas, and the Fiesta Village regulations at the time of installation.
  - c. Travel trailers and motor homes must be self-contained.
  - d. No two-story buildings or any two-story additions, shall be built or placed on any lot.
  - e. The maximum size for any detached storage shed on any Lot shall not exceed twelve (12) feet by twelve (12) feet (or a total of 144 square feet) by nine (9) feet in height.
  - f. In no case shall any structural addition exceed the necessary space required for a full length trailer or park model and one automobile parking space on the Lot.

- 4.03. All driveways, car parking spaces, patios and utilities must be installed prior to the location of any recreation vehicle on a lot. All driveways, car parking spaces and patios must be concrete.
- 4.04. **SETBACKS**—No home unit or improvement of any kind shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines. No side building setback line nor any backside building setback line shall be less than five (5) feet. No front building setback line shall be less than seven (7) feet. For purposes of this covenant, eaves shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with Paragraph 4.05, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.
- 4.05. **RESUBDIVISION OR CONSOLIDATION**—No Lot shall be re-subdivided or split except as follows: Any person owning two or more adjoining Lots may subdivide or consolidate those Lots into home sites, as permitted by this Declaration, provided that such subdivision or consolidation does not result in any home site having a front Lot line of less than thirty-five (35) feet.
- 4.06. Clothes lines shall be limited to the umbrella portable type or roll up type and must be placed at the rear of the lot. All outside garbage cans must be placed at the rear of the lot.
- 4.07. No cargo trailers, trucks larger than one ton pickups, machinery appliances or unsightly material shall be placed or openly stored on any lot. All lots and recreation vehicles must be maintained by the owners in a neat appearance at all times, year round. All lots must be planted with grass or other type landscaping. Grass and other vegetation shall be neatly cut and maintained at all times. It shall be the owner's responsibility to maintain their individual lots free of weeds, rubbish, brush, or other unsightly, objectionable or unsanitary matter which would grow or accumulate on said lot or lots. The Board of Directors of Fiesta Village, Inc. shall notify by certified mail any lot owner in violation of the above covenant. Failure to comply with 15 days after notice is received shall be cause for the Board of Directors to remove any material not allowed. All expenses incurred shall be assessed to the lot owner's maintenance account.
- 4.08. All easements are to be maintained by the adjacent lot owners.
- 4.09. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for domestic pet or pets. Domestic pets (dogs or cats) shall be confined and shall not be permitted to run loose on streets or lots other than the owner's.
- 4.10. All existing Recreation Vehicles that are permanent must be skirted by April 15, 2001. Any Recreation Vehicle permanently placed on lots after April 15, 2001, must be skirted within ninety (90) days of the installation date. Permanent is defined as any Recreation Vehicle with wheels removed and tied down or occupying a Lot without interruption for at least two years.
- 4.11. Maintenance fees shall be assessed against each lot as set out in the By-Laws of Fiesta Village, Inc. Failure to pay such maintenance fees when due shall cause a maintenance and 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 shall be at the lot owner's expense. Timely

payment of maintenance fees shall make each lot owner and his spouse a member of Fiesta Village, Inc. with all the rights and privileges accorded to its members.

4.12. Any Lot owner must be notified by certified mail fifteen (15) days prior to any action being taken against them. Lot owners shall have the opportunity to have a hearing by notifying the Board of Directors of Fiesta Village, Inc. within ten (10) days of receiving said letter. A Grievance Board selected from the members of Fiesta Village, Inc. shall preside at such hearing and shall decide all matters in controversy within thirty (30) days from the time the lot owner received the complaint letter.

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

5.01. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of at least 66% of the lots has been recorded, agreeing to change said covenants in whole or in part.

5.02. Enforcement shall 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.

5.03. The waiver of invalidation of any one or more of these restrictions, covenants or conditions by court order, judgment or otherwise, shall in no wise constitute a waiver of or invalidate any other restriction, covenant or condition, and all other provisions shall remain in full force and effect.

5.04. If any controversy, claim, or dispute arises to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and cost.

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

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

This Restated Declaration of Covenants, Conditions, and Restrictions of Fiesta Village Subdivision is executed by the below Owners of at least sixty six (66) per cent of the Lot(s) in said Subdivision, on the day shown next to each signature, at Mission, Hidalgo County, Texas.

Executed this 4<sup>th</sup> day of February, 2006.

State of Texas

County of Hidalgo

Document 2007-1715146

Recorded: January 29, 2007. 1:35 PM

