

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COTTONWOOD CREEK NO. 1 SUBDIVISION**

STATE OF TEXAS            )  
  )  
COUNTY OF CAMERON    )

THIS AMENDED DECLARATION, made on this date, February 1, 2010, by the OWNERS of lots sold to date within Cottonwood Creek Subdivision No. 1, Cameron County, Texas, hereinafter referred to as "OWNERS".

Now, therefore, the following Amendment to the easements, restrictions, covenants and conditions is adopted by the OWNERS of not less than sixty-five percent (65%) of the lots sold to date within Cottonwood Creek Subdivision No. 1, Cameron County, Texas, and it was determined that no less than eighty percent (80%) of the occupied units are occupied by persons fifty-five (55) years of age or older. Said amendment being adopted as provided by Article IX, Section 9.3 of the Declaration of January 10, 1984, and Article IX, Section 9.3 of the Amended Easements, Restrictions, Covenants and Conditions dated July 22, 1997.

**ARTICLE I**

This Amended Declaration hereby restricts the use of the property so that it is a Senior Retirement Subdivision, with the provision that at least one occupant of each unit on lots within the subdivision shall be fifty-five years of age or older. The restrictions, covenants, and conditions set out below are designed to maintain this restricted use. This covenant shall be enforceable against anyone acquiring title to the lots within the subdivision after July 22, 1997.

Children under the age of 18 may visit for a period of not more than 30 days, barring any extenuating circumstances.

**ARTICLE II**  
**DEFINITIONS**

**SECTION 2.1** "OWNER" shall mean and refer to the record owner, other than the DEVELOPER, whether one or more persons or entities, of fee simple title to any lot which is part of the PROPERTIES, including contract for deed purchasers, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 2.2** "PROPERTIES" shall mean and refer to all LOTS and the COMMON AREA which is located in or part of Cottonwood Creek No. 1 Subdivision, Cameron County, Texas, and such additions, units or phases of development as may hereafter be added to Cottonwood Creek No. 1 and The Fairways at Cottonwood Creek subdivisions.

**SECTION 2.3** "COMMON AREA" shall mean all real property and the improvements thereon held for the use and benefit of OWNERS in Cottonwood Creek No. 1 Subdivision, other than the numbered lots in Blocks 1 through 6 inclusive and Block 8 of said subdivision, which COMMON AREA is for the common use and enjoyment of the OWNERS.

The GOLF COURSE is not part of the COMMON AREA. It is contemplated that the undeveloped land surrounding the GOLF COURSE may be either subdivided into lots to be sold or sold on an acreage basis. However such lots or acreage to be sold may not include land presently a part of the GOLF COURSE.

**SECTION 2.4** "LOT" shall mean and refer to any numbered LOT or plat of land shown in any recorded subdivision Map or Plat of the PROPERTIES with the exception of the COMMON AREA.

**SECTION 2.5** "MOBILE HOME" shall mean a movable dwelling unit designed and constructed (not constructed on-site) for permanent occupancy by a single family which contains permanent eating, cooking, sleeping and sanitary facilities, which is designed to be moved by axles and wheel forming a part of such unit (which axles and wheels may, however, be removed while unit is at rest) and which units are manufactured with complete plumbing and electrical systems ready for hook-up. MOBILE HOME shall not be deemed to include a travel trailer, park model, or similar unit designed for temporary occupancy or a self-propelled living unit such as a recreational vehicle, camper, boat or "homemade" dwelling.

**SECTION 2.6** "RECREATIONAL VEHICLE" or "RV" shall mean self-propelled travel units, travel trailers, Park model trailers, pick-up campers (not including a pick-up cover or shell without living facilities)

**SECTION 2.7** "MODULAR HOME" shall mean a dwelling that is constructed in modules, whether one or more, at a location other than, or on, the home site, utilizing assembly-like type production techniques, or other construction methods unique to a manufacturing process.

**SECTION 2.8** “CONVENTIONAL HOME” shall mean a dwelling which is constructed with a poured concrete foundation on a home site using standard construction methods for frame or masonry construction.

**SECTION 2.9** “DEVELOPER” shall mean and refer to CRB Partners LLC, their successors or assigns.

**SECTION 2.10** “PROPERTY OWNERS ASSOCIATION” or “COTTONWOOD CREEK HOMEOWNERS ASSOCIATION” shall mean Cottonwood Creek Property Owners, Inc., a non-profit corporation organized under the laws of the State of Texas, formed by the OWNERS on January 5, 1995. The BOARD OF DIRECTORS representing the PROPERTY OWNERS ASSOCIATION shall:

- a.) Act as liaison between DEVELOPER and OWNERS
- b.) Perform such duties as are in the corporate By-Laws
- c.) Assume responsibility for the upkeep, management, and maintenance of the COMMON AREA located in Cottonwood Creek No. 1 Subdivision for the benefit of the OWNERS, and for managing the affairs of the subdivision.
- d.) Be responsible for establishing annual and special assessments and collecting the same.

**SECTION 2.11** “BOARD OF DIRECTORS” shall mean Cottonwood Creek Property Owners, Inc. elected officers as set forth in the By-Laws of the corporation and under the Texas Property Code section of the State Law.

### **ARTICLE III** **PROPERTY RIGHTS**

#### **SECTION 3.1** OWNERS EASEMENT OF ENJOYMENT

Every OWNER shall have a right and easement of enjoyment in and to the COMMON AREA which shall be appurtenant to and pass with the title to every LOT, subject to the following provisions:

- a.) Every OWNER shall have the right and easement of enjoyment in and to the GOLF COURSE at no additional charge provided that any assessment against the OWNER’S LOT is paid.
- b.) The right of the BOARD OF DIRECTORS to charge nonresidents of Cottonwood Creek admission and other fees for the use of any of the recreational facilities situated on the COMMON AREA. However such use by nonresidents shall not be permitted to interfere with the right and

easement in and to the COMMON AREA by OWNERS. All golfers are to abide by the Cottonwood Creek Golf Course rules.

- c.) The right of the BOARD OF DIRECTORS to suspend an OWNER'S right to use the recreational facilities for any period during which any assessment against his LOT remains unpaid.
- d.) The right of the BOARD OF DIRECTORS to authorize or assign the right and easement of enjoyment in and to the COMMON AREA to OWNERS of LOTS hereinafter developed by the DEVELOPER on the remaining one hundred (100) acres of Block 187, 188, and 189, San Benito Land and Water Company Subdivision, Cameron county, Texas, conditioned that any such user shall pay his pro rata share of admission or use charges assessed by the BOARD OF DIRECTORS.
- e.) The right of the DEVELOPER to operate, in the common area a pro shop and a sales office, provided such office is for the exclusive development and benefit of Cottonwood Creek. The BOARD OF DIRECTORS shall determine the size and location of such pro shop and sales office.

**SECTION 3.2** DELEGATION OF USE

Any OWNER may delegate his right of enjoyment to the GOLF COURSE to temporary household guests, who are residing at the OWNER'S residence, and who have come from outside a one hundred fifty (150) mile radius, for a period of time not to exceed two (2) weeks.

Adult guests may use facilities in the COMMON AREA. Guests who are minors may use the facilities only when accompanied by their adult hosts or by their parents.

**SECTION 3.3** PARKING RIGHTS

The use of all parking areas shall be subject to the exclusive control and management of the BOARD OF DIRECTORS and a reasonable fee may be charged for any parking or storage provided in the COMMON AREA.

**ARTICLE IV**  
**COVENANT FOR MAINTAINANCE ASSESSMENT**

**SECTION 4.1** CREATION OF A LIEN AND PERSONAL OBLIGATION OF ASSESSMENT

Each OWNER of any LOT by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the PROPERTY OWNERS ASSOCIATION:

- a.) Annual assessments or charges which shall be payable monthly, AND
- b.) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall be the personal obligation of the person who is the OWNER of such property.

#### **SECTION 4.2**      PURPOSE OF ASSESSMENTS

All fees and/or assessments levied by the BOARD OF DIRECTORS, including those levied on nonresidents of Cottonwood Creek for the use of facilities located upon the COMMON AREA, shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the PROPERTIES, to improve and maintain the COMMON AREA and it's facilities, and maintain the lights, streets, curbs, grounds, sidewalks, esplanades and similar facilities serving the properties.

#### **SECTION 4.3**      ANNUAL ASSESSMENTS

Annual assessments have been established at \$840.00 per year, payable \$70.00 per month beginning January 1, 1997. From, and after, January 1, 1998, the annual assessment may be increased each year not more than five percent (5%) of the \$ 840.00 stated above upon justification as supported by a proposed budget of the BOARD OF DIRECTORS. Such percentage increase is to be noncumulative from year to year above the most recent assessment.

The BOARD OF DIRECTORS may fix the annual assessment at any amount not in excess of the maximum allowable assessments determined by the preceding paragraph.

#### **SECTION 4.4**      SPECIAL ASSESSMENTS FOR IMPROVEMENTS

In addition to annual assessments authorized above, the BOARD OF DIRECTORS may propose a special assessment applicable to that year only 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, or for the construction, reconstruction, repair or replacement of any portion of the water system or for the construction, reconstruction, repair or replacement of streets, sidewalks, curbs, and esplanades serving the properties. The BOARD OF DIRECTORS shall submit the specific plans, including planned expenditure of such special assessment to the OWNERS, and such assessment shall have the written consent of sixty-six and two-thirds (66 2/3%) percent of the OWNERS. Special assessments are not to be raised or used for day to day operating expenses or regular upkeep and maintenance.

A special assessment is for a specified improvement only and will in no way become part of the annual assessment. As such, special and annual assessments will be accounted for separately and the two funds will not be commingled.

**SECTION 4.5** UNIFORM RATE OF ASSESSMENT

Both the annual assessment and special assessment must be fixed at a uniform rate for all LOTS and shall be collected on a monthly basis.

**SECTION 4.6** DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS  
---- DUE DATES:

The annual assessments provided for herein shall commence on all LOTS then forming a part of the PROPERTIES on the first day of the month next following the conveyance of a lot to an OWNER. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The BOARD OF DIRECTORS shall fix the amount of the annual assessment against each LOT as set forth in SECTION 4.3 herein of these AMENDED COVENANTS at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every OWNER subject thereto. The due dates shall be established by the BOARD OF DIRECTORS. The BOARD OF DIRECTORS shall, upon demand, and for a reasonable charge, furnish a certificate signed by their representative setting forth whether the assessments on a specified LOT have been paid.

**SECTION 4.7** EFFECT OF NONPAYMENT OF ASSESSMENT—REMEDIES  
OF THE PROPERTY OWNERS ASSOCIATION

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The BOARD OF DIRECTORS may bring an action at law against the OWNER personally obligated to pay the same. PROPERTY OWNERS ASSOCIATION may foreclose on such property only after written notice has been sent by registered mail to the OWNER and a period of not less than sixty (60) days allowed for remediation of the problem. Each such OWNER, by his acceptance of a deed to a LOT, hereby expressly vests in the PROPERTY OWNERS ASSOCIATION, or its agents, the right and power to bring all actions against such OWNER personally, for the collection of such charges as a debt and to enforce the

aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure or by an action brought in the name of the PROPERTY OWNERS ASSOCIATION in a like manner as a mortgage or Deed of Trust Lien on real property, and such OWNER hereby expressly grants to the PROPERTY OWNERS ASSOCIATION a Power of Sale in connection of said lien. The lien provided for in this section shall be in favor of the PROPERTY OWNERS ASSOCIATION. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the COMMON AREA or abandonment of his LOT.

#### **SECTION 4.8 NOTICE OF NEED OF REPAIR OR REPLACEMENT**

Any OWNER may report to the PROPERTY OWNERS ASSOCIATION in writing, any reasonable need for repair or replacement of any part of the COMMON AREA, or substandard maintenance of these facilities. A written response to the OWNER from the PROPERTY OWNERS ASSOCIATION'S representative, within thirty (30) days will outline the initial report and discuss the action(s), if any, that the BOARD OF DIRECTORS deems appropriate to remedy the problem.

#### **SECTION 4.9 INSURANCE**

a.) The owner of record of the COMMON AREA shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the COMMON AREA against risk of loss or damage by fire and other hazards as are covered under standard extended provisions.

b.) The owner of record of the COMMON AREA shall obtain comprehensive public liability insurance in such limits as the BOARD OF DIRECTORS deems reasonable and adequate, insuring the PROPERTY OWNERS ASSOCIATION, its agents, officers, employees, and each OWNER, from and against liability in connection with the COMMON AREA and golf course.

c.) Each OWNER shall be responsible, at his own expense and cost, for his own personal insurance on the MOBILE HOME, MODULAR HOME, or CONVENTIONAL HOME and contents therein, garage and any additions and improvements thereto, and his personal property stored elsewhere on the PROPERTIES; and for his personal liability.

**ARTICLE V**  
**ARCHITECTURAL CONTROL COMMITTEE**

**SECTION 5.1** COMMITTEE

The BOARD OF DIRECTORS shall appoint an architectural control committee(s) composed of (3) three OWNERS. All OWNERS must have prior written approval of the architectural control committee before applying for a building permit for major construction or repair and placing or erecting any dwelling or building on any LOT.

**ARTICLE VI**  
**USE RESTRICTIONS**

**SECTION 6.1** RESIDENTIAL USE

No OWNER shall occupy or use his LOT, MOBILE HOME, CONVENTIONAL HOME or MODULAR HOME and such outbuildings as are customarily appurtenant to MOBILE HOMES, CONVENTIONAL HOMES, or MODULAR HOMES, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the OWNER, his family, guests or tenants. No LOT shall be used or occupied for trade or business of any kind which would be noisy, unsightly, or objectionable to any other OWNER. No property shall be sold, rented or leased to any family with children under the age of (18) eighteen years of age. If the tenant shall have children after going into possession to any property as a tenant, the OWNER must terminate the lease within (1) one month after the child is born or adopted.

**SECTION 6.2** MINIMUM SIZE, AGE, ETC.

A. MOBILE HOME OWNER

Any MOBILE HOME OWNER may replace his existing home with a MOBILE HOME manufactured not more than (5) five years prior to date of placement on the LOT.

B. CONVENTIONAL HOMES

CONVENTIONAL HOMES, exclusive of porches, garages, carports, and patios, shall not be less than (1000) one thousand square feet. Any CONVENTIONAL HOME constructed on a LOT shall be of site built construction using standard construction procedures with at least (90%) ninety percent brick exterior.



### C. ALL STRUCTURES

No structure of any kind, complying with the foregoing provisions of Section 6.2, may be commenced, erected or maintained upon the PROPERTIES, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the architectural control committee.

### D. COMBINING LOTS

No more than one (1) CONVENTIONAL HOME shall be placed on any one (1) LOT and no LOT shall be subdivided, except, BOARD OF DIRECTORS may permanently combine (2) two adjacent LOTS in Block 1 on the drainage ditch, and the resulting LOT may be considered as (1) one LOT for the purposes of assessments and voting rights.

### **SECTION 6.3**            TEMPORARY STRUCTURES

No structure of a temporary character, basement, tent, shack, barn, servant's quarters or other outbuilding shall be used on any LOT at any time as a residence, either temporarily or permanently.

### **SECTION 6.4**            OFF STREET PARKING

Each OWNER shall within (10) ten days after a MOBILE HOME or CONVENTIONAL HOME is placed on a LOT provide paved driveway and paved parking facilities for off street parking for the OWNER'S vehicles. No OWNER shall permit any street parking at his LOT other than for a short period of time, not to exceed eight (8) hours. Any additional vehicles for which the OWNER does not have sufficient parking space in a garage, carport, or driveway shall not be parked on a vacant LOT.

### **SECTION 6.5**            STORAGE

NO boat, boat trailer, automobile, truck, RV, motor home or heavy equipment (with the exception of golf carts) shall be stored on any LOT unless same is contained within the confines of a carport or garage.

**SECTION 6.6** PLACEMENT

No MOBILE HOME, CONVENTIONAL HOME or structure shall be located on any LOT nearer than (10) ten feet to the front property line, or nearer than (10) ten feet to any side street property line. No MOBILE HOME, CONVENTIONAL HOME, or structure shall be located closer than (5) five feet to an interior property line. No MOBILE HOME or CONVENTIONAL HOME shall be located on any LOT nearer than (5) feet to the rear lot line.

**SECTION 6.7** NUISANCES

No noxious or offensive activity, including the playing of loud music, shall be carried on upon any LOT or the COMMON AREA, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other OWNERS. No firearms (including BB guns or air guns) shall be discharged, no repair work, dismantling or assembling of motor vehicles, boats, trailers, or any other machinery or equipment shall be permitted on any street, driveway or yard adjacent to any street, or on the COMMON AREA. Light tune-ups or "tinkering" is permitted on OWNER'S driveway if not objectionable to neighbors.

**SECTION 6.8** SIGNS

A sign indicating "Property for Sale" or "For Rent" may be displayed on an OWNER'S LOT. Such sign is not to exceed (2) two feet by (2) two feet.

**SECTION 6.9** OIL AND MINING RIGHTS

No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any LOT, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any LOT.

**SECTION 6.10** LIVESTOCK, POULTRY AND PETS

No animals, livestock, poultry, birds or reptiles of any kind shall be raised, bred, or kept on any LOT, except that dogs, cats, or other household pets may be kept provided that they shall not become a nuisance and are not kept, bred, or maintained for commercial purposes. All pets must be kept on a leash when not confined to OWNER'S LOT. Dogs and cats must not be allowed to urinate or defecate on property belonging to any other OWNER.

**SECTION 6.11** OBSTRUCTION OF SIGHT LINES

No fence, wall, hedge, or other obstruction shall be built or maintained nearer than (10)

ten feet to the front curb line of any LOT or side curb line of a corner LOT. An exception shall be made for retaining walls of not over (12) twelve inches above the ground. No fence (other than chain link or other see-through type), wall or hedge or shrub planting which obstructs sight lines at any road intersection shall be placed or permitted to remain on any corner LOT.

**SECTION 6.12**                      OWNER'S MAINTENANCE OF EQUIPMENT AND  
UTILITY LINES

The OWNER shall maintain and keep in repair all equipment and utility lines located outside the MOBILE HOME or CONVENTIONAL HOME situated on OWNERS LOT from his home to the point of contact of all utilities concerned.

**SECTION 6.13**                      OWNERS MAINTENANCE OF YARD

The OWNER shall keep and maintain his yard in good condition and will keep the grass cut and not allow an excessive amount of weeds or undergrowth to grow on the LOT. In the event that OWNER should fail to keep this condition and covenant, the BOARD OF DIRECTORS is hereby authorized to have the grass cut at OWNER'S yard and the OWNER agrees to reimburse the PROPERTY OWNERS ASSOCIATION for the cost thereof.

DEVELOPER shall keep and maintain unsold LOTS in good condition and shall keep the grass cut and shall not allow an excessive amount of weeds or undergrowth to grow on the LOTS.

**SECTION 6.14**                      GARBAGE AND REFUSE

All rubbish, trash, garbage or other waste shall be kept in trash containers provided by the City of Harlingen. No trash or other refuse may be thrown or dumped on any LOT, street or curb.

**SECTION 6.15**                      OWNERS' MAINTENANCE OF DWELLINGS AND  
ACCESSORY BUILDINGS

The OWNER shall maintain and keep in good repair and condition the MOBILE HOME or CONVENTIONAL HOME and any and all accessory buildings, or structures appurtenant thereto, and further agree to promptly repair any damage to the MOBILE HOME or CONVENTIONAL HOME or such structures, caused by storms, hail, fires, other acts of God, or which may be caused by general wear and tear.

**SECTION 6.16**            INFRINGEMENT

An OWNER shall do no act nor any work that will impair the structural soundness or integrity of another MOBILE HOME or CONVENTIONAL HOME or impair any easement, nor do any act, nor allow any condition to exist which will adversely affect the other MOBILE HOMES or CONVENTIONAL HOMES or their OWNERS.

**SECTION 6.17**            GOLF COURSE

The GOLF COURSE portion of the PROPERTIES may not be subdivided and/or used for building lots and shall continue to be operated as a GOLF COURSE.

**ARTICLE VII**  
**EASEMENTS**

**SECTION 7.1**            CONSTRUCTION

Each LOT and the COMMON AREA shall be subject to an easement for encroachments created by construction, settling and overhangs of utility lines, streets, COMMON AREA improvements and the like. A valid easement for said encroachments and for the maintenance of the same, so long as it stands, shall and does exist.

**SECTION 7.2**            UTILITY, EMERGENCY AND ASSOCIATION

There is hereby created a blanket easement upon, across, over and under all of the PROPERTIES for the ingress and egress, installation, replacing, repairing and maintaining all utilities. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone providing company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical or telephone wires, circuits on, above, across and under the PROPERTIES. An easement is further granted to police, fire protection, ambulance, garbage and trash collector pick up vehicles and all similar persons to enter upon the COMMON AREA in the performance of their duties. Notwithstanding anything to the contrary in this paragraph, no sewer, electric lines, water lines, or other utilities may be installed or relocated on the PROPERTIES except as initially programmed and approved by DEVELOPER or thereafter approved by the BOARD OF DIRECTORS. Should any utility 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 without conflicting with the terms hereof. The easements provided for in this article shall in no way affect any other recorded easements on said premises.

**ARTICLE VIII**  
**MANAGEMENT OF THE SUBDIVISION**

**SECTION 8.1**

The BOARD OF DIRECTORS shall have responsibility and authority to proscribe Rules and Regulations covering use of the COMMON AREA. Said Rules and Regulations shall be published, and a copy of these Covenants shall be provided to each LOT OWNER or his assigns. In managing the affairs of the COMMON AREA, the BOARD OF DIRECTORS shall abide by all the provisions contained in these Covenants and Restrictions.

**SECTION 8.2**

When all the LOTS in Cottonwood Creek No. 1 Subdivision are sold, or at such earlier date as may be agreed to, the owner of record of the COMMON AREA shall relinquish to the PROPERTY OWNERS ASSOCIATION all ownership rights and duties of the COMMON AREA. This transfer of deed shall be recorded with the County of Cameron in the State of Texas.

**ARTICLE IX**  
**GENERAL PROVISIONS**

**SECTION 9.1**            ENFORCEMENT

The BOARD OF DIRECTORS or any OWNER shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this AMENDED DECLARATION. Failure by the BOARD OF DIRECTORS or any OWNER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**SECTION 9.2**            SEVERABILITY

Invalidation of any one or portion of one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.


SECTION 9.3

AMENDMENTS

The Covenants and Restrictions of this AMENDED DECLARATION shall run with and bind the land, for a term of (20) twenty years from the date this declaration is recorded. This Declaration may be amended by an instrument signed by the OWNERS of not less than (65%) sixty-five percent of the LOTS already sold. Any amendment must be recorded in the Deed Records of Cameron County, Texas, before such amendment shall have any force and effect.

It is contemplated that additional units (phases) may be added to the Cottonwood Creek No. 1 Subdivision and DEVELOPER hereby states that upon the recording of additional units (additional phases of Cottonwood Creek Subdivision) in the Map Records of Cameron County, Texas, the foregoing Declaration of Covenants, conditions, and restrictions shall apply to the new units in the same manner and on the same terms as this Declaration.

Signed Rosemary Russell day of March, 2010.

  
ROSEMARY RUSSELL,  
Owner, Cottonwood Creek No. 1 Subdivision

STATE OF TEXAS

COUNTY OF CAMERON

Before me the undersigned authority personally appeared ROSEMARY RUSSELL who after being placed under oath stated as follows:

“My name is Rosemary Russell. I live at 1225 Maple Ave., Harlingen, Texas. I am the over the age of 21 years, have never been convicted of a felony. I am of sound mind and in all ways qualified to make this affidavit. I have personal knowledge of the matters stated herein and the same are true and correct.”

“The affidavit is part of the Amended Declaration of Covenants, Conditions and Restrictions of Cottonwood Creek No. 1 Subdivision made February 1, 2010.”

“The Amended Declaration of Covenants, Conditions and Restrictions of Cottonwood Creek No. 1 Subdivision has been approved and signed by eighty-three (83) of individuals who are owners of property in Cottonwood Creek Subdivision No. 1, as evidenced by the attached “Property Owner Signature Forms”. Each form was signed by the respective property owner in the presence of a witness. These individuals represent more than 80% of the property owners within that subdivision. The signature of each owner is evidence of their approval to amend the covenants and restrictions pursuant to Article IX, Section 9.3 of the Declaration of January 10, 1984, and last amended July 22, 1997.”

  
ROSEMARY RUSSELL

SWORN TO AND SUBSCRIBED before me by ROSEMARY RUSSELL on  
March 16, 2010.

  
Notary Public, State of Texas

