

\*\*\*\*\* Electronically Recorded Document \*\*\*\*\*

# Cameron County

Sylvia Garza-Perez  
Cameron County Clerk  
Brownsville, Texas

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Document Number: 2018-16275

Recorded As : ELECTRONIC RECORDING

Recorded On: May 02, 2018  
Recorded At: 09:28:27 am  
Number of Pages: 14  
Book-VI/Pg: Bk-OR VI-23389 Pg-163  
Recording Fee: \$84.00

**Parties:**

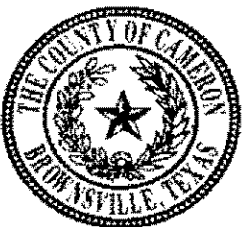
Direct- COTTONWOOD CREEK PROPERTY OWNERS INC  
Indirect- PUBLIC

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\*\*\*THIS PAGE IS PART OF THE INSTRUMENT\*\*\*

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I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records in Cameron County, Texas.

A handwritten signature in cursive script, which appears to read "Sylvia Garza-Perez", is written in black ink.

State of Texas        )  
                              )  
County of Cameron    )

**SECOND AMENDED DECLARATION  
AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE FAIRWAYS AT COTTONWOOD CREEK SUBDIVISION**

THIS SECOND AMENDED DECLARATION and Covenants, Conditions and Restrictions for the Fairways at Cottonwood Creek Subdivision, effective the date shown below, by and between the record property owners of the Fairways at Cottonwood Creek Subdivision, Cameron County, Texas.

**W I T N E S S E T H:**

WHEREAS, the Fairways at Cottonwood Creek Subdivision, is a residential subdivision situated in Harlingen, Cameron County, Texas, ("the Subdivision") and is more particularly described in that certain plat or map thereof recorded in Cabinet 1, Slot 1602-B, Cameron County Plat Records, as amended by that certain plat or map recorded in Cabinet 1, Slot 2017-A, Cameron County Plat Records.;

WHEREAS, greater than sixty-seven percent (67%) of the total votes allocated to property owners of the Subdivision entitled to vote on this Second Amended Declaration and Covenants, Conditions and Restrictions for the Fairways at Cottonwood Creek Subdivision ("the Amended Declaration") were in favor of adopting the Amended Declaration;

WHEREAS, it is deemed to be in the best interest of the property owners of the Subdivision, and all persons, corporations or entities who might subsequently purchase property in the Subdivision, that the Amended Declaration be adopted and maintained as a uniform plan for the improvement and development of the Lots within the Subdivision and for the maintenance of the common areas within the Subdivision and other properties owned by the property owners' association;

WHEREAS, the provisions of the Amended Declaration are intended to create mutual equitable servitudes upon each Lot within the Subdivision in favor of each and all other such Lots, to establish privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns, to operate as covenants running with the land for the benefit of each, and to be binding upon all parties having or acquiring ownership of any Lot with the Subdivision, present and future; and,

WHEREAS, the property owners of the Subdivision, by virtue of their ownership of a Lot within the Subdivision, are members of Cottonwood Creek Property Owners, Inc., a Texas non-profit corporation ("CCPOI"), which also includes as members the Owners of Lots in Cottonwood Creek No. 1 Subdivision. Both subdivisions are restricted, 55-years-of-age-and-older

subdivisions. CCPOI is a property owners' association as the term is defined by the Texas Property Code Sections 202.001.(1) and 209.002.(7).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the covenants, conditions and restrictions hereinafter set out shall apply to all Lots and other real property within the Fairways at Cottonwood Creek Subdivision, as more particularly described in that certain plat or map thereof recorded in Cabinet 1, Slot 1602-B, Cameron County Plat Records, as amended by that certain plat or map recorded in Cabinet 1, Slot 2017-A, Cameron County Plat Records, and shall replace and supersede any other declaration, covenant, or restriction heretofore made concerning the said real property.

#### ARTICLE I. DEFINITIONS

Section 1.1. "Board of Directors" and "Board" shall mean and refer to the Board of Directors of Cottonwood Creek Property Owners, Inc., a Texas non-profit corporation.

Section 1.2. "CCPOI Properties" means and shall refer to any and all property, real or personal, tangible or intangible, owned or controlled by Cottonwood Creek Property Owners, Inc., and shall include the Common Areas of the Subdivision and such other real property owned by CCPOI.

Section 1.3. "Combination Lots" means and shall refer to Block 1, Lots 21 and 22; Block 2, Lots 3 and 4; and, Block 2, Lots 18 and 19 of the Subdivision. The Combination Lots have previously been combined into single Lots and shall be treated as single Lots for the purposes of the Amended Declaration, including voting and assessments.

Section 1.4. "Common Areas" means and shall refer to the common areas of The Fairways at Cottonwood Creek Subdivision and Cottonwood Creek No. 1 Subdivision, as well as the Clubhouse, Golf Course and other amenities owned and operated by CCPOI.

Section 1.5. "Cottonwood Creek Property Owners, Inc." and "CCPOI" shall mean and refer to Cottonwood Creek Property Owners, Inc., a Texas non-profit corporation, the designated property owners' association for the Subdivision.

Section 1.6. "Effective Date" means and shall refer to the date of recording of the Amended Declaration.

Section 1.7. "The Fairways at Cottonwood Creek Subdivision" and "the Subdivision" means and shall refer to that certain residential subdivision known as The Fairways at Cottonwood Creek Subdivision, being situated in Harlingen, Cameron County, Texas, and being more particularly described in that certain plat or map recorded in Cabinet 1, Slots 1602-B, Cameron County Plat Records, as amended by that certain plat or map recorded in Cabinet 1, Slot 2017-A, Cameron County Plat Records.

Section 1.8. "Lot" or "Lots" means and shall refer to any lot or set of lots within the Subdivision as the same is shown on the plat or map recorded in Cabinet 1, Slot 1602-B, Cameron County Plat Records, as amended by that certain plat or map recorded in Cabinet 1, Slot 2017-A, Cameron County Plat Records, except each of the Combination Lots shall be deemed a single Lot for the purposes of the Amended Declaration.

Section 1.7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision.

Section 1.8. "Property owners' association" means and shall refer to Cottonwood Creek Property Owners, Inc.

ARTICLE II  
ARCHITECTURAL REVIEW COMMITTEE

Section 2.1. Purpose. The purpose of the Architectural Review Committee ("ARC") shall be to ensure uniform and harmonious architectural style and attractive appearance of improvements by consistently applying the architectural provisions of the Amended Declaration in giving approval or disapproval to plans submitted by an Owner.

Section 2.2. Membership. The ARC shall be appointed by the Board and will be comprised of five (5) members. Each member of the ARC must be an Owner. Within thirty (30) days of the Effective Date of the Amended Declarations, the Board shall appoint members to the ARC. Two (2) members shall serve a term that lasts until January 31, 2019, and three (3) members shall serve a term that lasts until January 31, 2020. Subsequent appointments to the ARC shall be for two (2) year terms commencing on February 1 of a given year. Vacancies shall be filled by the Board as needed for the duration of the uncompleted term. One member shall be selected as chair by a majority vote of ARC members. Any out-going member of the ARC is eligible for later appointment provided at least one (1) year has passed since their prior service.

Section 2.3. Limitations on Authority. The ARC does not have authority to:

- a. Impose more restrictive building, landscaping, or maintenance requirements than those provided for in the Amended Declaration;
- b. Enter a Lot without first receiving the express permission of the Owner; or,
- c. Exercise control over CCPOI Properties.

Owners have the right to appeal decisions by the ARC to the Board who shall make the final determination of compliance with the Amended Declaration. An appeal to the Board shall be resolved within fifteen (15) days by a majority vote of the Board.

Section 2.4. Submission of Plans. No Owner shall add a building, structure, fence, wall, or any other permanent structure requiring a building permit, or change or alter the exterior of an existing building, structure, fence, wall, or any other permanent structure requiring a building permit on any Lot without first submitting the plans and specifications for any such addition or

change to the Board who shall promptly forwarding them to the ARC for review. Submitted plans shall, at a minimum, include:

- a. External design;
- b. Location of the improvement in relation to property lines, building lines, and easements;
- c. Grades and topography including orientation on Lot;
- d. Surrounding structures and walks;
- e. Evidence of liability insurance which shall be maintained until final building inspection by the City of Harlingen;
- f. Evidence of any required building permit;
- g. An agreement to repair damages caused by any contractor, builder, or subcontractor to other property during construction, and to ensure cleanup of construction debris;
- h. An agreement to maintain the Lot in a clean and sanitary condition, including acknowledgment that failure to do so will result in the Owner being liable to CCPOI pursuant to Section 3.12 of the Amended Declaration; and,
- i. Such other documents as are reasonably necessary to ensure that the improvements will comply with the requirements of the Amended Declaration.

Section 2.5. Approval of Plans. Approval by the ARC, or the Board upon appeal, must be made prior to the commencement of any improvements. Each member of the ARC, or the Board upon appeal, shall participate in the review of submitted plans whenever possible. Approval shall be withheld unless suitable evidence demonstrates the submitted plans are in compliance with the Amended Declaration. Approval is obtained when at least three (3) members of the ARC, or a majority of the Board upon appeal, verify in writing that the submitted plans comply with the requirements of the Amended Declaration and deliver same to the Owner. Any ARC or Board member that does not render written approval shall submit, in writing, the reason they have chosen to disapprove the submitted plans. It shall also be noted if an ARC or Board member does not participate in the review of the submitted plans and the reasons therefore.

Section 2.6. Log. The ARC shall maintain a written log recording the date of receipt of submitted plans by CCPOI and the date of the ARC's approval or disapproval thereof.

Section 2.7. Waiver. In the event the ARC fails to approve or disapprove submitted plans within thirty (30) days after receipt by CCPOI, ARC approval will not be required and the provisions of this Article will be deemed to have been fully complied with; provided, however, that the failure of the ARC to approve or disapprove submitted plans within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in a manner inconsistent with any provision of the Amended Declaration.

Section 2.8. Remedies. If any improvements or alterations are commenced or constructed in violation of the Amended Declaration, CCPOI may require an Owner to restore their Lot to the condition existing prior to the construction of any improvements, (including but not limited to the demolition and removal of any unapproved improvements).

Section 2.9. No Liability, Warranties or Representations. Neither CCPOI, the Board, the ARC nor any of their respective officers, directors, managers, members, employees or agents will be liable for damages, in any form, to anyone submitting plans for approval, or to any Owner affected by these restrictions for any reason, including but not limited to, mistake in judgment, negligence, or nonfeasance arising out of or in conjunction with the approval or disapproval or failure to approve or disapprove any submitted plans.

Approval of any submitted plans or any other item required by the Amended Declaration for construction will not be construed as representing or implying that such plans will, if followed, result in properly designed improvements built in a good and workmanlike manner. Submitted plans are not reviewed or approved for engineering or structural design or technical quality of materials.

Approval of submitted plans in no way assumes liability or responsibility for any defect in any structure or improvement constructed from such plans.

Approval or disapproval of submitted plans does not in any manner indicate compliance or noncompliance with city, county, state or other governmental building ordinances or that such building plans and specification are structurally sound, or will result in a habitable residence.

The acts of CCPOI, the Board, and the ARC shall not constitute a warranty or representation concerning any Lot within the Subdivision. Neither CCPOI, the Board, nor the ARC have conducted any tests concerning the environmental, structural or subsurface soundness of any Lot within the Subdivision. Each Owner is responsible for making their own determination regarding these matters.

Each Owner agrees that no action or suit will be brought against CCPOI, the Board, or the ARC, or their respective officers, directors, managers, members, employees and agents or any of them to recover any damages, and hereby releases, remits and quitclaims all claims, demands, causes of action arising out of or in connection with any provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE III  
BUILDING AND USE REQUIREMENTS AND RESTRICTIONS

Section 3.1. Golf Course. The Golf Course portion of CCPOI Properties may not be subdivided or used for building lots and shall continue to be operated as a Golf Course.

Section 3.2. Combining or Dividing Lots. Any Owner of two (2) or more adjoining Lots may, with the prior written approval of the ARC, consolidate such Lots into a single building location for the purpose of constructing a single residence thereon and such other improvements

as herein permitted. Any such Lots combined for building purposes pursuant to this Section 3.2 shall remain multiple Lots for voting and assessment purposes. Except for the Combination Lots having already been combined, the combining of Lots is prohibited. No Lot may be divided or reduced in size to create a lot smaller than the original size of Lot.

Section 3.3. Entry. Entry to Lots is permitted only from Fairway Lane. No entry to any Lot is permitted from Ed Carey Drive.

Section 3.4. Single-family Residences Only. Only single-family residences shall be built, placed, constructed, reconstructed, or altered on any Lot. No apartment including duplexes, garage apartments, or other apartment use is permitted. No Lot shall be used or occupied for any purpose other than a private single-family residence for the Owner or his/her tenant and their families and domestic servants employed in the residence. No residence shall be used for any business, commercial, trade, or professional purpose, either apart from or in connection with the use thereof as a private residence whether for profit or not.

Section 3.5. Set-back lines. Structures located on Lots shall be located no nearer than ten (10) feet to the front and rear property lines or closer than five (5) feet to any interior property line provided all set-back lines minimally meet the requirements of the City of Harlingen for the Subdivision.

Section 3.6. Construction Requirement—Minimums. The ARC shall approve only submitted plans that meet the following requirements and maintain the esthetic value of the Subdivision. At a minimum, compliance with the local building code as adopted by the City of Harlingen, Texas, will be required.

Section 3.7. Garages. Each single-family residence situated on a Lot shall have an enclosed garage for at least two (2) automobiles and be equipped with automatic garage door opening devices. To the greatest extent practical, garages shall be used for the garaging of vehicles owned by the occupant of a residence. No garage shall be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. No carport shall be built, placed or constructed on any Lot.

Section 3.8. Size and Height of Residences. The minimum gross floor area of the main residential structure, exclusive of attached garages, porches, and detached accessory buildings, shall not be less than one thousand one hundred (1,100) square feet. No residential structure erected on any Lot shall have more than one (1) story or exceed thirty (30) feet in height.

Section 3.9. Construction Materials. Only new materials may be used in constructing any structures situated on a Lot. The visible portion of any roof shall be composed of Lifetile (concrete), clay tile, glazed tile, Maxitile (fibered cement), slate, or tile patterned steel roofing. The exterior siding of residential structures and any permitted accessory or detached buildings shall have not less than ninety percent (90%) brick, stone, or concrete block with a minimum of one-fourth inch (1/4") stucco-cover construction. No window or wall type air conditioning unit is permitted to be used, placed, or maintained on or in any building.

Section 3.10. Landscaping and Sprinklers. Landscaping and an automated watering system shall be installed (weather permitting) within ninety (90) days after completion of a residence, or within thirty (30) days after occupancy, whichever is sooner. Before installation of

the initial landscaping, the landscape layout and plans must be submitted to the Board for approval by the ARC. Landscaping shall include the sodding of the entire front yard area, and sprigging of the entire side and back yard areas with non-native grass. The front yard must include a fully automated watering system. Exceptions to these sodding and watering system requirements may be made in order to comply with Texas state law regarding water conservation. Ornamental rock that does not supplant a lawn is permitted.

Section 3.11. Walls, Fences and Hedges. No wall or fence shall be erected or maintained nearer to the front Lot line than the set-back lines for the Lot, unless otherwise approved in writing by the ARC. A hedge of not more than two (2) feet in height may be maintained between homes. No chain link or wood fences are permitted. All fences which face a street side must be of ornamental iron or aluminum, and/or be of masonry construction.

Section 3.12. Maintenance of Construction Sites. An Owner is responsible for keeping their construction site free and clear of rubbish on a daily basis. An adequate trash receptacle will be provided by the Owner on site and maintained in a clean and sanitary condition. Prior to commencement of construction, a twenty-four inch (24") to thirty-six inch (36") high fence shall be erected around the perimeter of the construction site adequate to contain debris and construction waste. Failure to maintain silt fencing will result in CCPOI installing silt fencing and billing the Owner for the installation. Such costs and expenses shall be payable by the Owner immediately upon demand. The storage of any excavation soil or construction materials or debris on streets or adjacent Lots is prohibited. Soil runoff due to rain or irrigation will be removed promptly from streets and sidewalks by the Owner. Failure to promptly remove soil runoff as required by this Section will result in CCPOI performing the cleanup and billing the Owner. Such costs and expenses shall be payable to CCPOI by the Owner immediately upon demand. No Lot will be used for open storage of any materials whatsoever, except that new building materials used in the construction or improvements to be erected on any Lot may be placed on such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as construction progresses without unreasonable delay until completion. Unused materials will be removed promptly from the Lot. Failure to maintain the site free and clear of rubbish on a daily basis will result in CCPOI performing cleanup for which the Owner will be charged not less than three hundred dollars (\$300.00), or the actual cost of clean-up, whichever is more, per occurrence. Such costs and expenses shall be payable to CCPOI by the Owner immediately upon demand.

Section 3.13. Satellite Dishes and Antennas. Satellite dishes and antennas shall not be mounted on the roof of any residence. Satellite dishes must be placed to the back or side of the residence in an area which is not offensive to the view of others. Adequate landscaping, to be approved by the ARC, must be provided to soften the appearance. Satellite dishes larger than twenty-six inches (26") in diameter are not permitted.

Section 3.14. Completion of Construction. Construction of the primary residential structure, garage, porches, driveways, etc. on any Lot shall be completed no later than twelve (12) months following approval of submitted plans and by the ARC.

Section 3.15. Occupancy. No structure shall be occupied or used until approved by the City of Harlingen Building Inspector.



Section 3.16. Perimeter Wall. The wall installed around the perimeter of the Subdivision is a part of the Common Areas. CCPOI will maintain the exterior of the wall and provide insurance. An Owner whose Lot abuts the wall will protect and maintain the wall as it faces their Lot. Any damage to the wall caused by an intentional act or negligence of an Owner shall be cured by the Owner.

Section 3.17. Temporary and Other Structures. No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently. No residence, house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location.

#### ARTICLE IV PROPERTY MAINTENANCE

Section 4.1. Property Maintenance and Trash Disposal. No street, Lot, adjoining or adjacent Lot, or any part of the Common Areas will be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. No Owner will permit the accumulation of garbage, trash, or rubbish of any kind on their Lot.

a. No Owner or resident may dump grass clippings, landscape debris, garbage or trash of any kind on another Lot.

b. All Lots shall be neatly maintained and all lawns and grass cut in an attractive manner.

c. All trash, garbage or waste matter will be kept in adequate containers issued by the City of Harlingen. The containers must be maintained in a clean and sanitary condition and not be a nuisance.

d. The burning of any garbage, trash, or rubbish of any kind on any Lot is prohibited.

e. All dead landscaping must be removed and replaced, weather permitting, within thirty (30) days. If after notice from CCPOI, such plants, trees, or grass are not removed and, where appropriate, replaced, CCPOI may remove and replace such plants, trees, or grass at the Owner's expense. Such costs and expenses shall be payable to CCPOI by the Owner immediately upon demand.

f. In the event the Owner or occupant does not maintain their Lot as required above, CCPOI shall give ten (10) days written notice of its option, without liability to the Owner or occupant in trespass or otherwise, enter upon the Lot to cut any weeds and grass and remove or cause to be removed such garbage, trash, and rubbish or anything else necessary to bring the Lot in compliance with the Amended Declaration. The Owner will be assessed the cost of such work. By purchase or occupancy, the Owner or occupant agrees to pay such invoice immediately upon receipt. Each such assessment, together with interest at the rate of ten percent (10%) per annum and reasonable costs of collection, will be a charge and continuing lien upon such Lot and a personal obligation of the Owner of such Lot at the time of assessment.

Section 4.2. Signs. Signs may only be displayed if they meet the following restrictions or are otherwise permitted by law:

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

b. An Owner may display one (1) sign of not more than six (6) square feet on a Lot to advertise the Lot or residence for sale or rent.

c. An Owner may display one or more signs advertising a political candidate or ballot item for an election on or after the 90<sup>th</sup> day before the date of the election to which the sign relates and before the 10<sup>th</sup> day after that election date. Signs must be ground-mounted and only one sign for each candidate or ballot item may be displayed. Signs may not be larger than four (4) feet by six (6) feet; contain balloons or lights; threaten the public health or safety; violate a law; contain language, graphics, or any display that would be offensive to the ordinary person; or be accomplished by music or other sounds or by streamers or is distracting to motorists.

ARTICLE V  
DAMAGES AND NUISANCES

Section 5.1. Easements. Easements for the maintenance and installation of utilities and gas pipelines are reserved as shown on the recorded subdivision plat and as provided herein. Each Owner will have the responsibility of determining the specific location of any such easements. No Owner will erect obstructions or improvements of any kind within an easement area, nor will anything be done or permitted within an easement area. Each Owner assumes full, complete and exclusive liability and responsibility for all costs and expenses related to the damage or repair of, or relocation from, an improvement made within an easement area.

Section 5.2. Damage to Properties. Each Owner is liable to CCPOI for any damage to any portion of any Common Areas, including but limited to, the entrances to the Subdivision, caused by the negligence or willful misconduct of the Owner, his tenants, family or guests. Costs for such damages will accrue interest at the rate of ten percent (10%) per annum from the time the damage occurs. All costs expenses and interest incurred will constitute a charge and continuing lien against the Lot of the responsible Owner.

Section 5.3. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Areas is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 5.4. Nuisance. No noxious or offensive activity shall be carried on or permitted with the Subdivision or Common Areas, nor shall anything be done which will or may become an annoyance or nuisance to the Subdivision or to Owners. CCPOI shall have the sole and exclusive discretion to determine what constitutes a nuisance or any annoyance including, but not limited to:

a. Unlicensed vehicles shall not be parked on any street. Currently licensed vehicles may be parked on the street in front of the owner's Lot for a period not to exceed twelve (12) hours in any twenty-four (24) hour period;

b. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any driveway, street, or any portion of the Common Areas; and,

c. The use or discharge of firearms, firecrackers, or other fireworks in the Subdivision is prohibited.

Section 5.5. Clothes Drying. The drying of clothes in public view is prohibited.

ARTICLE VI  
ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the Common Areas, except that dogs, cats, or other common household pets (not to exceed two (2) adult animals) may be kept, but they shall not be bred or kept for commercial purposes. No such pets may be allowed to run unattended. Animals running unattended or creating a nuisance or unreasonable disturbance should be reported by the complaining party to City of Harlingen animal control or law enforcement authorities.

ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 7.1. Members. Owners of record within the Subdivision shall be Members of CCPOI.

Section 7.2. Voting Rights. In any and all votes held by CCPOI, each Lot (including the Combination Lots) shall be entitled to only one vote.

ARTICLE VIII  
COVENANT FOR ASSESSMENTS

Section 8.1. Creation of Lien for Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to CCPOI annual assessments and such special assessments for capital improvements to be established and collected as hereinafter provided. Annual and special assessments, together with interest, costs and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fee, shall be the personal obligation of the person who is the Owner of the Lot at the time the assessment fell due.

Section 8.2. Purpose of Assessments. Annual assessments and any fees, including those levied on non-residents for use of the facilities located upon the Common Areas and Golf Course, shall be used to promote the recreation, health, safety and welfare of Owners and residents of the Subdivision; to improve and maintain the Common Areas, including maintaining the lights, streets, curbs, grounds, sidewalks, esplanades and similar facilities; to pay for any services provided to Owners with respect to the foregoing matters; and, for the cost of labor, equipment, materials, management and supervision thereof, including administration, management and associated costs of the Board and ARC. The Board may permit the annual assessment to be paid on an annual, semiannual, quarterly or monthly basis. CCPOI shall not be responsible nor liable for any damages

or injuries resulting from actions taken by CCPOI in conjunction with the use of the annual assessments for the Subdivision.

Section 8.3. Annual Assessments. The annual assessment shall be eight hundred forty and 00/100 dollars (\$840.00) per year, beginning January 1, 1997. From and after January 1, 1998, the annual assessment may be increased each year by not more than five percent (5%) of the beginning amount stated above upon justification by CCPOI. Such percentage increase is to be non-cumulative from year to year above the most recent assessment. CCPOI may fix the annual assessment at any amount not in excess of the maximum allowable assessment amount.

Section 8.4. Special Assessments. In addition to annual assessments, CCPOI may levy, in any assessment year, 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 Areas, 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, provided that prior approval be given by the Board of the specific plans requiring the expenditures and that such assessment shall have the written consent of sixty-six and two thirds percent (66 2/3%) of the Owners. A special assessment is for a specified improvement only and will in no way become part of the annual assessment.

Section 8.5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly basis.

Section 8.6. Date of Commencement and Due Dates. The annual assessments provided for herein shall commence 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. CCPOI shall fix the amount of the annual assessment against each Lot as set forth herein no less than thirty (30) days in advance of January 1 of each year. Written notice of any increase of the annual assessment shall be sent to every Owner prior to the effective date of the increase. Due dates shall be established by CCPOI. CCPOI shall, upon demand, and for a reasonable charge, furnish a certificate signed by a representative of CCPOI setting forth whether the assessments on a specified Lot have been paid.

Section 8.7. Remedies for Nonpayment. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of ten percent (10%) per annum. CCPOI may bring an action at law against the Owner personally obligated to pay same. CCPOI may foreclose on such property only after written notice has been received by registered mail by the Owner and a period of not less than 60 days allowed for remediation of the delinquency. Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in CCPOI, or its agents, the right and power to bring an action against them 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, by an action brought in the name of CCPOI in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to CCPOI a power of sale in connection with said lien. The lien provided for in this Section 8.7. shall be in favor of CCPOI. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE IX  
DURATION

Section 9.1. The covenants and restrictions of the Amended Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by CCPOI, or the Owner of any Lot subject to the Amended Declaration or any amended or supplemental declaration hereto, their respective legal representative, heirs, successors and assigns, and shall end twenty (20) years from the Effective Date of the Amended Declaration. The covenants and restrictions of the Amended Declaration may be changed or terminated only by a written vote sixty-five percent (65%) of the Owners. Upon the expiration of the Amended Declaration, said covenants and restrictions and the enforcement rights relative thereto, shall be automatically extended for successive periods of twenty (20) years during which they may be amended by a vote of sixty-five percent (65%) of the Owners.

ARTICLE X  
GENERAL PROVISIONS

Section 10.1. Enforcement. CCPOI shall have the right to enforce by proceedings at law or in equity, as a common expense to be paid out of assessment funds, or any Owner, at his own expense, all restrictions, covenants, conditions, reservations, liens, charges assessments and all other provisions set out in the Amended Declaration or any supplemental Declaration. Failure of CCPOI or any Owner to take any action upon any breach or default of or in respect to any foregoing will not be deemed a waiver of their right to take enforcement action upon any subsequent breach of default. CCPOI or any Owner who prevails in any action to enforce any provision of the Amended Declaration will be entitled to reasonable attorney's fees, expenses and any civil damages allowed by law. Such judgment or decree will constitute a continuing lien against the Lot and a personal obligation of the Owner. The City of Harlingen is specifically authorized, but not obligated, to enforce the Amended Declaration.

Section 10.2. Disputes. Matters of dispute or disagreement between Owners, CCPOI, or residents with respect to interpretation of proper application of the provisions of the Amended Declaration, will be determined by the Board. Appeals from decisions of the ARC may be made as provide in Section 2.3. herein.

Section 10.3. Interpretation. If the Amended Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accord with the general purpose and objectives of the Amended Declaration shall govern.

Section 10.4. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning or validity to the Amended Declaration should be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 10.5. Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 10.6. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in the Amended Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the duly elected and acting President and Secretary of Cottonwood Creek Property Owners, Inc., a Texas non-profit corporation, have, in said capacities, hereunto set their hands and seals, this the 21 day of May 2018.

COTTONWOOD CREEK PROPERTY OWNERS, INC.

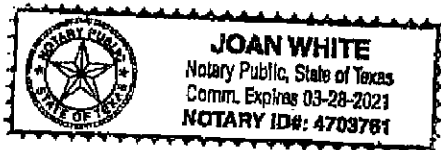
By: St J Robolt  
Steven J. Robenolt, President

and: David W Church  
David W. Church, Secretary

State of Texas        )  
                                  )  
County of Cameron    )

BEFORE ME, the undersigned authority in and for said County and State, on this date personal appeared Steven J. Robenolt, President, and David W. Church, Secretary, of Cottonwood Creek Property Owners, Inc., a Texas non-profit corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Cottonwood Creek Property Owners, Inc., a Texas non-profit corporation, and that it was executed for the purposes and consideration therein expressed, and in the capacity therein stated.

WITNESS MY HAND AND SEAL, this the 21 day of May 2018.



Joan White  
Notary Public of Texas