

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by LEAVELL DEVELOPMENT COMPANY, a Delaware corporation authorized to do business in the State of Texas, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of El Paso, State of Texas, which is more particularly described as:

PARK EAST, an Addition to the City of El Paso, El Paso County, Texas, according to the map and plat thereof on file in Book 39, Page 19, of the Plat Records of El Paso County, Texas.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the above described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to PARK EAST ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Open Space" as described in Article 25-21.2 of the City Code of the City of El Paso, as of September 1, 1971, or as same may be hereafter amended, is hereinafter designated "Common Area". "Common Area" shall mean that real property owned by the Declarant which is to be conveyed to the Association for the common use and enjoyment of the parties. Said Common Area shall not be used as a site for a private residence or private dwelling. The Common Area to be owned by the Association is described as follows:

Lots 18 to 29, Block 1; Lot 1, Block 2; Lots 18 to 29, Block 3; Lots 13 to 21, Block 4; Lots 26 to 41, Block 5;

together with any and all easements shown on the map of PARK EAST Subdivision as being conveyed to the Association. This Common Area shall be conveyed by the Declarant to the Association whenever the Association elects, by majority vote, to accept title to the Common Area, or upon the sale of the first lot, whichever event shall first occur.

Section 5. "Patio Home" shall mean any house or dwelling.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to LEAVELL DEVELOPMENT COMPANY, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Common Elements" shall mean any part of a structure used jointly by owners.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners Rights of Enjoyment. Every Owner shall have a right of enjoyment in and to the Common Area which shall be an easement appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the clean up services of the Common Area and any recreational facility situated on the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) During the existence of these covenants, said Common Area shall be maintained by the Association in an appropriate manner in accordance with the intent of these covenants and Article 25-21.2 of the City Code of the City of El Paso, or as same may be hereafter amended;

(d) Upon the written consent of not less than seventy-five percent (75%) of the total votes of each class of membership, the Association may dedicate said Common Area, or any part thereof, to the City of El Paso, if the City consents, for public use and convenience;

(e) Easements as granted herein and as granted on the herein described Park East subdivision plat.

Section 2. Delegation of Use. Any owner may delegate (and there will be a presumption that he has delegated), in accordance with the By-Laws, his right of enjoyment of the Common Area facilities to the members of his immediate family, as well as his tenants, provided the parties comply with the terms and conditions of this Declaration. Said Common Area is not dedicated or restricted in any manner for use by the general public, but is limited and specifically restricted to the sole use and enjoyment of said lot owners and as herein delegated.

Section 3. Water Rights. Any water rights owned by Declarant shall be assigned to each purchaser of a single-family lot and water rights to the Common Area shall be transferred to the Association.

Section 4. Drainage. In order to provide for proper drainage and flowage of water, a perpetual easement on Lot 9, Block 1, is retained in favor of the Association, its successors and assigns, to permit the flowing of storm and other excess water without hindrance into Lot 1, Block 2, PARK EAST, to a landscaped pond area to be created for the purpose of holding these waters.

The Association, as Owner of Lot 1, Block 2, PARK EAST, which is a part of the Common Area, shall continuously recognize this easement.

The Association shall recognize that storm and other excess water will continue to be allowed to flow from Trawood Drive in a 30 inch pipe storm sewer into the landscaped pond area on Lot 1, Block 2, PARK EAST, through an easement located in Lot 2, Block 119, of EASTWOOD HEIGHTS, UNIT "B-B" and an easement in Lot 9, Block 1, of PARK EAST.

The Association shall maintain the 30 inch pipe storm sewer and appurtenances located within the easement in Lot 9, Block 1, of PARK EAST and the Common Area.

The Association shall maintain the landscaped pond area located on Lot 1, Block 2, PARK EAST, without altering or changing the shape, volume or contours thereof as shown on plans for the pond approved by the City of El Paso unless such alteration or change is approved in writing by the City Engineer of the City of El Paso.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) within two (2) years from the date of this Declaration.

Section 3. Notice and Quorum for Any Action. Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all members not less than five (5) nor more than twenty (20) days in advance of the meeting. A quorum shall consist of 50% of the total votes of each class of members. If the required quorum is not present, then another meeting may be called subject to the same notice requirements as set out above and if a quorum is not present at that meeting, then the Board of Directors shall be authorized to take any necessary action as permitted by this Declaration.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of

Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) 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's 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's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area including street, drainage and other capital improvements located thereon, and of the exterior of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above the 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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 Area or replacement of damaged or destroyed common elements or Patio homes where the owner or owners thereof have failed to replace or rebuild pursuant to Article IX herein, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meeting. Notice of any meeting called for the purpose of taking any action authorized under this declaration shall be in writing and hand delivered to the mailbox of each owner, or mailed by U.S. mail to each owner and proof of mailing, postage prepaid, shall be sufficient notice of meeting, whether or not such notice is ever received.

Section 6. 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 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Area. 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 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 Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the owner of or such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall the color of any exterior be changed, 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, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI

##### PARTY WALLS

The rights and duties of the owners of any Lots within this project with respect to party walls shall be governed by the following:

(a) Each wall, including patio walls, which is constructed as part of the original construction of the patio home multi-family structure, any part of which is placed on the dividing line between separate patio home units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

(b) In the event any such party wall is damaged or destroyed through the act of one adjoining owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without costs to the adjoining owner.

(c) In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his

agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.

(d) Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

(f) In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his patio home in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining owner.

(g) In the event of a dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the owners and the third by the two so chosen, or if the two arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then by any Judge of the District Courts of El Paso County, Texas. A determination of the matter signed by any two of the three arbitrators shall be binding upon the owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for arbitration from other party, then said other party shall have the right and power to choose both arbitrators.

(h) These covenants shall be binding upon the heirs, executors, administrators and assigns of any owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while as an owner.

## ARTICLE VII

### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces, and a license is hereby expressly reserved for ingress and egress across such lot for such purposes.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

## ARTICLE VIII

### INTERIOR AND OTHER MAINTENANCE

Each owner shall be responsible for the upkeep and maintenance of the interior of his patio home and for the upkeep and maintenance of individual patios, all other areas, features or parts of his patio home and property not otherwise maintained by the Association. All fixtures and equipment installed within a patio home unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the

exterior walls of a patio home unit, shall be maintained and kept in repair by the owner thereof. Termite control shall be the responsibility of the owner. An owner shall do no act nor any work that will impair any easement or right hereunder, nor do any act nor allow any condition to exist which will adversely affect the other patio homes or their owners.

#### ARTICLE IX

##### DAMAGE OR DESTRUCTION OF PROPERTY

In the event any common element is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or members of his family, such owner does hereby irrevocably authorize the Association to repair said damaged element and the Association shall so repair said damaged element in a good workmanlike manner in substantial conformance with the original plans and specifications. The owner shall then repay the Association in the amount actually expended for such repairs.

In the event any patio home is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or members of his family, such owner shall, within sixty (60) days from the date of the occurrence of the damage or destruction, enter into a binding bona fide contract for the repair and rebuilding the exterior of said patio home and any damage to adjacent patio homes or property in a good workmanlike manner in conformance with the original plans and specifications used in the construction of said patio homes. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the patio home and adjacent property within a reasonable time, not to exceed six (6) months from the date of the occurrence of the damage or destruction, the Association by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such patio home and/or adjacent property in a good workmanlike manner in conformance with the original plans and specifications of the patio homes. The owner shall then repay the Association in the amount actually expended for such repairs.

Each patio home owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall be delinquent and shall become a lien upon said owner's lot and patio home and shall continue to be such lien until fully paid. Said lien shall be subordinate to any first mortgage or encumbrance on the subject property. Said charges shall bear interest from the date of delinquency at the rate of five percent (5%) per annum. The amount of principal and interest owed by said owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Texas.

Each such owner, by his acceptance of a deed to a lot and patio home, hereby expressly vests in the Association or its agent the right and power to bring all actions against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

Nothing contained in this Article IX shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies had not this Article been inserted.

In the event of a dispute between an owner and the Board of Directors with respect to the cause of damage or the extent of repairs necessitated or with respect to the cost thereof, then upon written request of the owner addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association or its Board of Directors. If no such rules



have been adopted, then the matter shall be submitted to three arbitrators, one chosen by the Board of Directors, one chosen by the owner, and these two arbitrators shall then choose a third arbitrator. If the two arbitrators cannot agree as to the selection of the third arbitrator, then by any Judge of the District Courts of El Paso County, Texas. A determination by any two of the three arbitrators shall be binding upon the owner and the Association, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for arbitration from the other party, then said other party shall have the right and power to choose both arbitrators.

## ARTICLE X

### USE RESTRICTIONS

Section 1. Said premises are hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said premises shall be of new construction and no buildings or structures shall be moved from other locations onto said premises, and no subsequent buildings or structures other than patio homes, being residence units joined together by party walls, shall be built on any parcel where the builder theretofore programmed and constructed a patio home. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any portion of the premises at any time as a residence either temporarily or permanently.

Section 2. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the builder of a major portion of said patio homes to maintain during the period of construction and sale of said patio homes, upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction and sale of said patio homes, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 3. No animals, livestock or poultry 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 are not kept, bred or maintained for any commercial purposes.

Section 4. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any patio home or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the premises. Provided, further, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the builder, its agents and assigns during the construction and sale period, and of the Association, its successors and assigns, in furtherance of its powers and purposes as herein set forth.

Section 5. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring patio homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 6. Except in the individual patio areas, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said premises except such as are installed in accordance with the initial construction of the buildings located thereon or as approved in accordance with architectural control provisions in Article V herein.



Section 7. The common area shall remain undivided, and shall at all times be owned by the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the common area.

Section 8. Without prior written approval and the authorization of the Board of Directors, no basketball backboards or hoops shall be placed on the exterior of any building on the front side thereof. No trucks, including campers, trailers or boats, shall be permitted to remain longer than one day on any lot or any open or common area.

## ARTICLE XI

### EASEMENTS

There is hereby created a blanket easement upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said patio homes. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said premises except as initially programmed and approved by the major builder of said premises. This easement shall in no way affect any other recorded easements on said premises.

Each patio home and the common elements shall be subject to an easement for encroachments created by construction, settling and overhangs, as designated or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of patio homes agree that minor encroachments of parts of the adjacent patio home units or common elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Notwithstanding any provision herein to the contrary, any encroachment permitted herein shall not exceed one foot.

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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. For the purpose of obtaining compliance with the general intent or the specific requirements of Article 25-21.2 of the City Code, or as same may be hereafter amended, the City of El Paso may enforce these covenants for the benefit of any such Owner or Association, or under its general zoning authority.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. These covenants shall run with the land and shall be binding on all parties or persons claiming under them for as

long as Park East Addition (according to the map and plat herein described) exists as a planned unit development under Article 25-21.2 of the City Code, or as same may be hereafter amended.

The City of El Paso's interests in these covenants may be sooner released, without the consent of any third person benefitted thereby, by the City of El Paso, after recommendation of its City Plan Commission, upon the recording of an instrument of record to that effect in the Deed Records of El Paso County, Texas.

Upon release of the City of El Paso's interests, these covenants may be amended at any time by a written instrument signed by not less than seventy-five percent (75%) of the total votes of each class of membership.

Section 4. Annexation. In accordance with Article 25-21.2 of the City Code of The City of El Paso, or as same may be hereafter amended, additional residential property and Common Area may be annexed to the Properties, provided that written consent of two-thirds of the total of votes held by Association members is obtained.

Section 5. Assignment. While Leavell Development Company is the Declarant, the Declarant shall have the right to assign its rights under this Declaration, and such assignment shall be binding upon and inure to the benefit of its assigns or successors.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 16th day of January, A.D. 1972.

LEAVELL DEVELOPMENT COMPANY

By [Signature]  
Vice President

DECLARANT

ATTEST:

PARK EAST ASSOCIATION, INC.

[Signature]  
Secretary

By [Signature]  
President

ASSOCIATION

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared JOHN HYLAND, Vice President of LEAVELL DEVELOPMENT COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said LEAVELL DEVELOPMENT COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16<sup>th</sup> day of JANUARY, A.D. 1972.1973.

Elaine B. Henshaw  
Notary Public in and for El Paso County,  
Texas

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, President of PARK EAST ASSOCIATION, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said PARK EAST ASSOCIATION, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1972.

Notary Public in and for El Paso County,  
Texas

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IN MY OFFICE

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COUNTY OF EL PASO  
*Mary Maxwell*

*Res.*

*Levell W.W. Co.*

STATE OF TEXAS                      COUNTY OF EL PASO  
I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly re-  
corded in the volume and page of the named records  
of El Paso County, Texas, as stamped hereon by me.

JAN 19 1973

*J. W. Fields*

COUNTY CLERK, El Paso County, Texas



*Mr. Harry Buckley*  
*Levell W.W. Corp.*

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