

**AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
PARK EAST ASSOCIATION, INC.**

ARTICLE III OF THE EXISTING COVENANTS, CONDITIONS AND RESTRICTONS (THE "COVENANTS") SHALL BE AMENDED AS FOLLOWS:

ARTICLE III: THE FOLLOWING PROPERTIES IN THE ASSOCIATION ARE CURRENTLY BEING LEASED AND ARE A PART OF:

Park East (as replatted), an addition to the City of El Paso, El Paso County, Texas, according to the map and replat thereof on file in Book 42, Page 25, of the Plat Records of El Paso County, Texas.

1720 MOSSWOOD  
1728 MOSSWOOD  
10601 PARK VIEW  
10602 PARK VIEW  
10603 PARK VIEW  
10607 PARK VIEW  
10614 PARK VIEW  
10616 PARK VIEW  
10618 PARK VIEW  
10621 PARK VIEW  
10623 PARK VIEW  
10636 PARK VIEW  
10638 PARK VIEW  
10642 PARK VIEW  
10652 PARK VIEW  
10657 PARK VIEW  
10658 PARK VIEW  
10660 PARK VIEW

THESE PROPERTIES MAY CONTINUE TO BE OWNED AS RENTAL PROPERTIES. FURTHER, SHOULD ANY OF THESE PROPERTIES BE INHERITED DUE TO THE DEATH OF THE CURRENT OWNER(S) THEY MAY CONTINUE TO BE RENTED UNTIL THEY ARE SOLD, AT WHICH TIME SUCH PROPERTY SHALL NO LONGER BE PERMITTED TO BE A RENTAL PROPERTY.

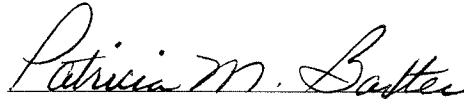
BEGINNING ON THE EFFECTIVE DATE OF THIS AMENDMENT, NO HOME WITHIN THE PARK EAST ASSOCIATION, INC. (THE "ASSOCIATION") MAY BE LEASED TO THIRD PARTIES, EXCEPT THOSE PROPERTIES SET OUT ABOVE. ALL HOMES PURCHASED WITHIN THE ASSOCIATION MUST BE PURCHASED BY INDIVIDUAL(S). NO HOMES MAY BE PURCHASED BY CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, LIMITED PARTNERSHIPS OR ANY OTHER ENTITY. IN ORDER TO VERIFY THIS RESTRICTION, THE PURCHASER MUST PROVIDE THE ASSOCIATION WITH A COPY OF THE DEED TO BE FILED IN THE REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. THIS AMENDMENT SHALL

BE EFFECTIVE ON THE DATE THIS AMENDMENT IS FILED AND SHALL AFFECT ANY AND ALL SALES OF PROPERTY WITHIN THE ASSOCIATION AFTER THIS DATE. THIS AMENDMENT SHALL BE DELIVERED TO ANY FUTURE PURCHASER OF A HOME WITHIN THE ASSOCIATION ALONG WITH THE RESALE CERTIFICATE.

PARK EAST ASSOCIATION



GWEN WILBANKS, President

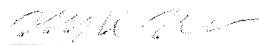


PATRICIA M. BAXTER, Recording Secretary

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on OCTOBER 2, 2020, by GWEN WILBANKS, PRESIDENT OF PARK EAST ASSOCIATION.



Notary Public, State of Texas

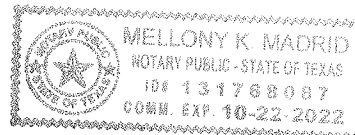
STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on OCTOBER 5, 2020, by PATRICIA M. BAXTER, RECORDING SECRETARY OF PARK EAST ASSOCIATION.



Notary Public, State of Texas



THIS DECLARATION IS  
SUBJECT TO ARBITRATION  
UNDER THE TEXAS GENERAL  
ARBITRATION ACT

FOURTH RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
PARK EAST ASSOCIATION, INC.

THE STATE OF TEXAS       )  
                              )  
COUNTY OF EL PASO       )

This Fourth Restated Declaration of Covenants, Conditions and Restrictions for Park East Association, constituting a complete amendment and restatement of the Third Restated Declaration of Covenants, Conditions and Restrictions of record in Book 493, Page 510, Deed of Records of El Paso County, Texas, is made on the date set forth by the undersigned Owners, who, by their signatures indicate their written approval and waive any notice provisions required by the Declaration. The signatures of Owners evidence the number of votes required to amend the Declaration.

Leavell Development Company, a Delaware Corporation authorized to do business within the State of Texas, was the developer for the property to which this Declaration pertains and was also the declarant for the Declaration of Covenants, Conditions and Restrictions as originally filed and as restated by the second and third restatements. Leavell Development Company is no longer interested either as an owner or developer in the property and all references to Leavell Development Company will be as the developer and not as the declarant.

DECLARATION OF COVENANTS

THIS DECLARATION is made on the date set forth by the undersigned Owners.

PREAMBLE

WITNESSETH:

WHEREAS, the undersigned Owners now own certain property in the County of El Paso, State of Texas, which is more particularly described as:

Park East (as replatted), an addition to the City of El Paso, El Paso County, Texas, according to the map and replat thereof on file in Book 42, Page 25, of the Plat Records of El Paso County, Texas.

NOW THEREFORE, the undersigned Owners hereby declare 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 properties or any part of them, their heirs, successors, and assigns.

## 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 owner of record of a Lot in Park East and this definition shall stand until a transfer of title has been filed for record.

Section 3. "Properties" shall mean and refer to that certain real property described in the preamble and such additions as may be brought within the jurisdiction of the Association in the future.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and/or enjoyment of the Owners. The Common Area is all that area described in the Preamble, except the platted residential lots. The Common Area includes, but is not limited to, the common open space, the street named Park View Circle, the lawns, the front yards, club house, tennis court, swimming pool and hot water pool.

Section 5. "Common Open Space" shall mean and refer to the area known as the ponding area, and used by the City of El Paso for the ponding of flood water, as required and defined in Article 25-21.2 of the City of El Paso, as of September 1, 1971, or as the City Code may be amended in accordance with this Declaration which has been conveyed to the Association for the common use of the parties. The Common Open Space is more fully defined as follows:

Lots 18-28 inclusive, Block 1; Lots 1-3 inclusive, Block 2; Lots 18-28 inclusive, Block 3; Lots 13-20 inclusive, Block 4; Lots 26-42 inclusive, Block 5.

The Common Open Space is a part of the Common Area as described and defined in Section 4 of this Article.

Section 6. "Patio Home" shall mean any dwelling in Park East, including a garage with each dwelling.

Section 7. "Lot" shall mean any plot of land shown on the map referred to in Section 4 of this article, with the exception of the Common Area.

Section 8. "Improvements" or "Capital Improvements" shall mean and refer to any additions or changes which have been made or will be made to the Properties and which have or will increase the value of the Properties.

Section 9. "Common Elements" shall mean any Improvement or part of an Improvement located in the Common Area and used jointly by the Owners.

Section 10. "Fence" shall mean any unroofed structure separating one area from another, and shall include, but not be limited to rock walls, brick walls, wooden fences, metal fences, perimeter walls of the Properties, outside wall separating one Lot from another, and any future unroofed structure erected for the purpose of separating areas.

Section 11. "Party Walls" shall mean the interior walls separating Patio Homes in two dwelling residences and garages, and the exterior walls of Patio Homes and garages that also serve as parts of enclosures for unroofed areas on adjoining Lots.

Section 12. "Pets" are defined as animals normally classified as household animals including, but not limited to dogs, cats, birds not normally considered edible, and fish.

## ARTICLE II

### MANAGEMENT

PARK EAST ASSOCIATION shall be managed by a Board of Directors in accordance with the By-laws of the Association.

## ARTICLE III

### PROPERTY RIGHTS

Section 1. Owner's Rights. Every Owner shall have the right to use the Common Area, and may delegate this right to members of his family, house guests, or to tenants renting from him, subject to the following provisions:

a. In addition to any other charges and assessments covered elsewhere in this Declaration, the Association shall have the right to collect reasonable fees for the clean-up of the Common Area and any of the common recreational facilities from the Owner or Owners who made the clean-up necessary.

b. The Association shall have the right to suspend the voting rights and rights to use the common recreational facilities of any Owner when any assessment against his Lot is unpaid.

c. The Association shall maintain and/or improve the Common Area in accordance with the intent of this Declaration and Article 25.21-2 of the City Code of the City of El Paso, and as this Declaration and the City Code may be amended.

d. Upon the written consent of not less than seventy-five percent (75%) of the total votes of the 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 are granted in this Declaration by the Owners to the Association, and the Association to the City of El Paso and the utility companies involved.

f. The Association shall have the right to suspend an Owner's rights to the use of the recreational facilities in the Common Area for a period not to exceed sixty (60) days for the violation of published rules and regulations as provided in the By-Laws.

Section 2. Water Rights. Any water rights of the Properties are divided among the Owners and the Association, with water rights of a residential Lot being the property of the Owner and water rights of the Common Area being the property of the Association.

Section 3. Drainage. In order to provide for proper drainage and flow 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 hinderance into Lot 1, Block 2, PARK EAST (as replatted), to a landscaped ponding area to hold these waters.

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

b. The Association shall recognize that storm and other excess water will continue to be allowed to flow from Trawood Drive in a thirty inch (30") pipe storm sewer into the landscaped ponding area on Lot 1, Block 2, PARK EAST (as replatted), 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 (as replatted).

c. The Association shall maintain the thirty inch (30") pipe storm sewer and appurtenances located within the easement in Lot 9, Block 1, of PARK EAST (as replatted) and the Common Area.

d. The Association shall maintain the landscaped ponding area located on Lot 1, Block 2, PARK EAST (as replatted), without altering or changing the shape, volume or contours 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.

e. There is reserved an easement across the side and rear of each Lot for drainage purposes, in accordance with the terrain, the grade and elevation, and no owner shall construct or install any improvements of facilities thereon, in any manner which will prevent, obstruct, or otherwise impair the natural flow of drainage,

run-off or other surface waters across, along or upon said property as established by the design, location and character of drainage facilities installed thereon.

f. A special drainage easement exists for Lots 1, 11 and 12, Block 5, PARK EAST SUBDIVISION, in that the Owners of Lots 28, 29, and 30, Block 106, VISTA DEL SOL, Unit 15, Replat A, El Paso County, Texas, have agreed to accept drainage waters from Lots 1, 11 and 12, Block 5, PARK EAST SUBDIVISION, El Paso County, Texas.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot subject to assessments shall be a member of the Association. Membership in the Association may not be transferred or delegated to other persons.

Section 2. Voting Rights. Owners shall be entitled to one (1) vote for each Lot owned. Fractional votes will not be permitted.

Section 3. Notice and Quorum for Meetings. 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 ten (10), nor more than thirty (30) days in advance of the meeting. A quorum shall consist of fifty percent (50%) of the total votes existing in the Association unless specified otherwise in these Covenants for particular actions. 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 the second meeting, then the Board of Directors shall be authorized to take necessary action, but only by unanimous approval of the entire membership of the Board of Directors constituting the Board.

Section 4. Proxies. Proxies may be used for voting in accordance with PARK EAST ASSOCIATION By-Laws, except that proxies may not be used for the amendment of this Declaration.

#### ARTICLE V

##### ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in the deed, is deemed to covenant and agrees to pay to the Association the annual operating assessments, or charges; and special assessments, such assessments

to be established and collected as provided in this Declaration and in the By-Laws.

The annual operating assessment 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, cost and reasonable attorney's fees shall also be the obligation of the person who was the Owner of the property at the time when the assessment fell due.

Section 2. Operating Assessment. The normal Operating Assessments levied by the Association shall be used to:

a. Promote the health, safety and welfare of the residents of the Properties.

b. Pay the costs of maintenance of the Capital Improvements located on the Common Area, and of the exteriors of the Patio Homes located on the Properties.

c. Develop reserve funds. ✓

d. Pay the costs of minor Capital Improvements in the Common Area not to exceed two percent (2%) of the annual income of the Association for each such Improvement.

e. Pay for such other expenses as may be incurred by the Association as authorized in these Covenants or By-Laws.

The annual Operating Assessment shall be paid in twelve (12) monthly installments by the Owners, and these payments shall be due on the first (1st) day of each month.

The annual Operating Assessment period shall be the calendar year.

The amount of the Operating Assessment shall be determined by the Board of Directors, and all Owners shall be informed of any change in the amount at least thirty (30) days in advance of the change in the operating assessment.

An increase in the Operating Assessment of more than five percent (5%) above the amount of the Operating Assessment for the preceding assessment period shall require the approval of two-thirds (2/3) vote of the Owners present in person or by proxy at a regular or special membership meeting.

Section 3. Special Assessments. After approval by a two-thirds (2/3) vote of the Owners present in person or by proxy at a regular or special membership meeting for the purpose, amount and method of payment, the Association may levy Special Assessments for, but not limited to, the following purposes:

a. Expenditures for Capital Improvements in excess of the cost allowed in Section 2 above.

b. Emergency expenditures in excess of ten percent (10%) of the annual income of the Association for purposes authorized by these Covenants and the By-Laws of the Association.

Notice of a Special Assessment shall be delivered to the membership within fourteen (14) days of such action, and the Special Assessment shall not become effective for thirty (30) days after the membership has been notified of the Special Assessment.

Section 4. Rate of Assessment. Both the annual Operating Assessment and the Special Assessments must be fixed at a uniform rate for all residential Lots. This is not to preclude Special Assessments on individual Owners for individual services.

Section 5. Effect of Nonpayment of Assessments: Remedies of the Association. Any Owner whose monthly assessment is not paid within twenty (20) days after the due date shall be notified. Operating and Special Assessments not paid within ninety (90) days from the due date shall bear interest at the maximum rate allowed by law. The Association may bring legal action against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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 6. Subordination of the Lien to Mortgages. The lien of the assessments 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 assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the Owner of such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI.

### ARCHITECTURAL AND EXTERIOR APPEARANCE CONTROL

Section 1. Changes. No change, addition to, nor removal from any Improvement, hereafter called Change, on the Properties shall be made until the plans, specifications and a description showing the nature, kind, shape, height, color, materials and location of the Change shall have been submitted in writing by the Owner, and approved in writing as to the harmony of external design and location in respect to surrounding structures and topography by the Architectural and Exterior Appearance Committee, and by the Board of Directors. Improvements shall include, but not be limited to Patio Homes and all other buildings, walls, fences, lights, landscaping, lawns, streets and signs.

Section 2. Exceptions. Specifically exempt from the provisions of Section 1 above are the interiors of Patio Homes and the landscaping of that portion of each Lot maintained by the Owner when such change shall be made in accordance with this Covenant,

the By-Laws and other published rules and regulations of the Association.

Section 3. Maintenance of Changes. Maintenance of Changes made on Patio Homes or lots and parts of Patio Homes or lots and parts of Patio Homes or Lots requiring maintenance due to Changes, shall be the responsibility of the Owners and future Owners of the Patio Home or Lot.

## ARTICLE VII

### FENCES

The rights and duties of Owners of any Lot(s), with respect to Fences are as follows:

a. The Association assumes responsibility for repairs and replacement of all originally installed or subsequent Association installed Fences, due to normal wear and tear and deterioration, including damage caused by flooding, plants and by persons other than Owners and their guests, families and tenants.

b. In the event any such Fence is damaged or destroyed through the negligence or culpable carelessness of any Owner, his guests, his family, or tenants so as to deprive the Association or any other Owner of the full use of such Fence, then the Owner damaging the Fence shall rebuild and repair the damaged Fence within sixty days of the occurrence of the damage to as good a condition as it was formerly without cost to the Association or other Owners.

c. Any Owner proposing to modify or change a Fence shall proceed in accordance with Article VI.

## ARTICLE VIII

### PARTY WALLS

The rights and duties of the Owners of any Lots with respect to Party Walls shall be as follows:

Each of the Owners sharing Party Walls shall assume any burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent with these covenants, the general rules of law regarding Party Walls shall apply to such walls.

## ARTICLE IX

### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, and in addition to the maintenance of Fences as provided in Article VII, the Association shall provide exterior maintenance and repair upon each Lot which is subject to assessment hereunder, as follows:

Paint, repair, replace and care for roofs, other originally installed items on the exterior of buildings, and exterior building surfaces, provided, however, that the Association shall be responsible only to the extent that such repair is not coverable under the provisions of Texas Standard Broad Form Dwelling Insurance Coverage; care for trees, shrubs and grass in front and side yards on corner Lots and front yards only on noncorner Lots; and for other Improvements. Exterior maintenance shall not include light bulbs nor glass surfaces.

A license is hereby expressly reserved to the Association for ingress and egress across the Lots 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, guests, agents, tenants, lessees or licensees, 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 X

### INTERIOR AND OTHER MAINTENANCE

Each Owner shall be responsible for the upkeep and maintenance of the interior of his Patio Home, individual patios, and all other areas, additions, features or parts of his Patio Home and property not installed as part of the original construction and not otherwise maintained by the Association. All fixtures and equipment 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. An Owner shall do no act nor any work that will impair any easement or right, nor do any act nor allow any condition to exist which will adversely affect the other Patio Homes or their Owners.

## ARTICLE XI

### DAMAGE OR DESTRUCTION OF PROPERTY

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

In the event any Patio Home is damaged or destroyed by an Owner or any of his guests, tenants, lessees, licensees, agents or member of his family, the Owner shall, within sixty (60) days from the date of the occurrence of the damage or destruction, enter into a bona fide contract for the repair and rebuilding of the exterior of the Patio Home and any damage to adjacent Patio Home(s), or property in a good and workmanlike manner in conformance with the original plans and specifications used in the construction of the Patio Home. In the event the Owner refuses or fails to so repair and rebuild any and all damage to the exterior of the Patio Home and adjacent property within six (6) months from the date of the occurrence of the damage or destruction, the Association is hereby irrevocably authorized by the Owner to repair and rebuild any Patio Home and/or adjacent property in a good and workmanlike manner in conformance with the original plans and specifications of the Patio Home. The Owner shall then repay the Association in the amount actually expended for the repairs.

Each Owner further agrees that these charges for the repairs, if not paid within thirty (30) days after completion of the work shall be delinquent and shall become a lien upon the Owner's Lot and Patio Home and shall continue to be a lien until fully paid. The lien shall be subordinate to any first mortgage or encumbrance on the subject property. The charges shall bear interest from the date of delinquency at the maximum rate allowable by law. The amount and principal and interest owed by the 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 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 the 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 the power of sale in connection with the lien.

Nothing contained in the Article XI shall be construed in any way 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.

## ARTICLE XII

### USE RESTRICTIONS

Section 1. The Lots are restricted to Patio Homes for residential use. Nothing shall be used on the Lots as a temporary or permanent residence, except Patio Homes as defined in Article 1, Section 6, of this Declaration.

Section 2. The Association is authorized to control the keeping and handling of pets, but may not prohibit the keeping of pets. No other animals shall be kept on the Properties.

Section 3. "For Sale" or "For Rent" signs of not more than five (5) square feet may be used on the Lots. For any other object on the Lots, Article VI shall apply.

Section 4. 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 Lots and shall not be allowed to accumulate thereon.

Section 5. No business activities shall be conducted on the Lots except as expressly established under the By-Laws.

Section 6. The Common Area shall not be divided among the Owners, 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 7. The Association is authorized to control the use, parking and/or storage of any type of wheeled vehicle or boat on the properties, or any object or material on the Common Area.

## ARTICLE XIII

### EASEMENTS

There is hereby created a blanket easement upon, over and under the Common Area for ingress and egress to install, replace and maintain all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on the property. 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 approved in writing by the Board of Directors. This easement shall in no way affect any other recorded easements on said premises. Further, an easement is hereby granted to the Association, its officers, agents and employees to enter in or to cross over any area of the Properties excepting the interiors of Patio Homes and garages.

An easement is further granted to all police, fire protection and ambulance personnel, garbage collectors, and all similar persons to enter upon the streets and Properties in the performance of their duties.

In the event a Patio Home is partially or totally destroyed, and then rebuilt, the Owners of Patio Homes agree that minor encroachments on 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 to the contrary, any encroachment permitted shall not exceed three (3) feet.

#### ARTICLE XIV

#### ARBITRATION

In the event of a dispute between an Owner and the Association, the dispute, upon written request of either party, shall be submitted to arbitration, in accordance with the By-Laws of the Association.

#### ARTICLE XV

#### 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 an Owner to enforce any covenant or restriction 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 of the specific requirements of Article 25.21-2 of the City Code, or as the same may be hereafter amended, the City of El Paso may enforce these covenants for the benefit of any Owner or the Association, or under its general zoning authority.

Section 2. Severability. Invalidation of any one of those 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. 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 (2/3) of the total of votes held by Association members is obtained.

Section 4. Gender and Grammar. The singular when used in this Declaration shall mean the plural if applicable, the masculine shall mean the feminine, and provisions of this Declaration shall apply either to corporations or individuals, men or women, as though thus stated.

✓ Section 5. Amendment. Upon release of the City of El Paso's interest or upon obtaining the written approval of the City Planning Commission, and upon written approval by three-quarters (3/4) of the total votes of the members, this Declaration may be amended.

Section 6. Counterparts. Any document which, pursuant to the terms of this Declaration, requires more than one signature may be executed in multiple counterparts, each of which shall be deemed an original.

Section 7. Management. Management of PARK EAST shall be the responsibility of a Board of Directors, with the number of directors, the organization and officers of the Association, to be as required by the By-Laws of the Association. Directors and officers shall be owner-members of the Association.

✓ Section 8. Paramountcy of Covenants. The provisions of this Declaration of Covenants shall be paramount over the By-Laws of the Association, and over any other rules or regulations made by the Association. By-Laws, rules and regulations contravening the provisions of this Declaration shall be null and void.

✓ Section 9. Not Retroactive. This Declaration, when adopted, shall not be retroactive.

Section 10. Other Services. The Association is authorized to perform other services in addition to those enumerated in this Declaration, for the Owners as a group or as individuals, for compensation, as may become desirable or advantageous for the Owners.

Section 11. Conflict with Laws and Ordinances. Any conflict of any article, section or provision of this Declaration with any federal, state or county law or any city ordinance, or with the Corporate Charter of the Association, shall cause that article, section or provision of this Declaration to be null and void, without affecting the validity of the other articles, sections and provisions.

Section 12. The Association shall indemnify any member of the Board of Directors or Officers of the Association against loss, by litigation or otherwise, resulting from action taken in performance of duties as director or officer. The Association shall not indemnify directors or officers for losses resulting from malfeasance or gross negligence.

Doc# 2020083669  
#Pages 15 #NFPages 1  
10/14/2020 9:47:53 AM  
Filed & Recorded in  
Official Records of  
El Paso County  
Delia Briones  
County Clerk  
Fees \$82.00

SCANNED

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Recording Division of Real Property in El Paso County.



*Delia Briones*

EL PASO COUNTY, TEXAS