

Cameron County
Sylvia Garza-Perez
County Clerk
Brownsville, TX 78520



70 2018 00005721

Instrument Number: 2018-00005721

Recorded On: February 16, 2018

As
Real Property

Billable Pages: 5
Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Real Property	52.00
Total Recording:	52.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2018-00005721
Receipt Number: 850869
Recorded Date/Time: February 16, 2018 09:54:52A
Book-Vol/Pg: BK-OR VL-23211 PG-239
User / Station: D Jacinto - Cash Station #11 SB

Record and Return To:

GARY MITZEL
1216 N PALMERA DR
LA FERIA TX 78559



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.

Sylvia Garza-Perez
Cameron County Clerk

PALMERA PARK CORP
COVENANT AMENDMENT

January 16, 2018

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
 OF PALMERA HEIGHTS SUBDIVISION AND PALMERA HEIGHTS SUBDIVISION, UNIT TWO
 OF PALMERA HEIGHTS SUBDIVISION

STATE OF TEXAS §
 §
 COUNTY OF CAMERON §

This AMENDMENT TO DECLARATION, made on the date hereinafter set forth by the majority of the owners of the lots sold to date within said subdivision, hereinafter referred to as OWNERS/Park Resident.

WITNESSETH

WHEREAS, George J. Martin, Trustee, as owner of Palmera Heights Subdivision and Palmera Heights Subdivision, Number Two, filed Protective Subdivision Covenants dated September 26, 1978, recorded in Volume 1145, Page 20, Deed Records of Cameron County, Texas, governing the development and use of Lots within said subdivisions, and amendments thereto were recorded in Volume 4235, Page 12, of the Officials Records of Cameron County, Texas, and

WHEREAS, all lots in the Palmera Heights Subdivision have been sold subject to the original declaration and amendment thereto; and

NOW, WHEREAS, the following amendment to Covenants, Conditions and Restrictions is hereby adopted by the OWNERS of not less two-thirds (2/3) of the landowners within the Palmera Heights Subdivision, as represented by the undersigned signatures and attached acknowledgments, and said Amendment to Paragraph 5 being adopted as provided by the original Declaration dated September 25, 1978, specifically in Paragraph 10 thereof.

PARAGRAPH 5

"Pursuant to federal law, particularly 42 U.S.C.A. §§ 3602, 3604, 3607, (1995); Supp. (1998), constituting provisions of the Fair Housing Law of the United States of America, as well as and in compliance with rules issued by the Secretary of Housing and Urban Development, it is hereby declared and affirmed that PALMERA HEIGHTS PARK/SUBDIVISION constitutes "housing for older persons," in that each home, now or in the future located in such Subdivision, is intended for occupancy by a at least one (1) person fifty-five (55) years of age or older, and each such home shall not be occupied by any person under thirty-five (35) year of age. Moreover, the owners of the land constituting PALMERA HEIGHTS PARK/SUBDIVISION have determined that such housing "is necessary to provide important housing opportunities for older persons," "at least eighty (80) percent of the units are occupied by at least one person fifty-five (55) years of age or older," and that there are, or shall be published or adhered to "policies and procedures which demonstrate an intent by PALMERA HEIGHTS PARK/SUBDIVISION to maintain a community in compliance with "HOPA" (the "Housing for Older Persons Act"). As such, occupancy of all lots in the Subdivision is subject to these covenants and enforcement by any lot owner (and/or the Subdivision's Property Owners Association if and when any such Association exists) to ensure compliance with the foregoing standards, and to maintain this

Subdivision as "housing for older persons," pursuant to federal law, which does not constitute discrimination in housing and is explicitly exempted from the application of other fair housing standards to the Subdivision by and under such federal law. Accordingly, persons not satisfying the above criteria may not permanently occupy or otherwise reside in the Subdivision. However, persons who do not meet these criteria may visit at a home for up to thirty (30) days during a calendar year provided that at least one (1) person fifty-five (55) years of age is present at the home during the period of the visitation. Further, occupancy of property in the Subdivision by any person under the age of fifty-five (55) and/or at least the age of thirty-five (35) is not prohibited if the person's occupancy of the property is derived by descent and distribution or by will, as appropriate."

Furthermore, Palmera Heights Park/Subdivision mandates that a Park Resident who has a person or persons under the age of 35 that will be staying/living/visiting temporarily with said park resident is required to report to the Palmera Park Corp President within 24 hours. The resident is required to make this report in order to keep the Palmera Park Corp informed so that the 30 (thirty) day limit visitation rule may be enforced. Failure to inform the Palmera Park Corp President will subject the Park Resident to a \$100.00 (One Hundred and no/100) Dollar fine for each daily violation, and subject the Park Resident to a possible eviction of the person or persons under the age of 35 staying/living/visiting temporarily with said Park Resident from Palmera Heights Park/Subdivision.

Park Resident must provide proof of age for any person when requested by the Palmera Park Corp President. Valid forms as proof of age are current: Birth Certificate / Driver's License / Passport.

The fine will be considered a lien against the Park Resident's property and may be enforced according to Texas State Law. The fine will be an Obligation of the Park Resident and will accrue interest at the maximum amount allowed by law until paid.

By the recording of this Amendment to the Declaration of Covenants, a lien to secure the payment of all regular assessments, special assessments, dues, fees, charges, interest, late fees, fines, collection costs, attorneys fees, and any other amounts due to Palmera Park Corp for Palmera Heights Park/Subdivision is hereby created as of the filing of the original Declaration, September 26, 1978.

Palmera Park Corp hereby appoints the following as Trustee:

Trustee: Christopher Lee Phillippe

Trustee's Mailing Address:

Law Offices of Phillippe & Associates, PC
248 Billy Mitchell Blvd.
Brownsville, TX 78521-5003

If a default exists in payment of the Obligation and the default continues after any required notice of the default and the time allowed to cure, Palmera Park Corp may-

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;

- b. exercise Palmera Park Corp's rights with respect to this obligation under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Palmera Park Corp or Palmera Park Corp's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

Trustee's Rights and Duties

If directed by Palmera Park Corp to foreclose this lien, Trustee will-

- 1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- 2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding the Park Resident, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
- 3. from the proceeds of the sale, pay, in this order-
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Palmer Park Corp, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to the Park Resident; and
 - d. to Park Resident, any balance; and
- 4. be indemnified, held harmless, and defended by Palmera Park Corp against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this Obligation, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

General Provisions

- 1. If any of the Property is sold under this provision, Park Resident must immediately surrender possession to the purchaser. If Park Resident does not, Park Resident will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
- 2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
- 3. Proceeding under this provision, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

5. If any portion of the Obligation cannot be lawfully secured by this provision, payments will be applied first to discharge that portion.

6. Park Resident assigns to Palmera Park Corp all amounts payable to or received by Park Resident from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Palmera Park Corp will either release any remaining amounts to Park Resident or apply such amounts to reduce the Obligation. Palmera Park Corp will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Park Resident will immediately give Palmera Park Corp notice of any actual or threatened proceedings for condemnation of all or part of the Property.

7. Park Resident collaterally assigns to Palmera Park Corp all present and future rent, if any from the Property and its proceeds. Park Resident warrants the validity and enforceability of the assignment. Park Resident will apply all rent to payment of the Obligation and performance of this provision, but if the rent exceeds the amount due with respect to the Obligation and this provision, Park Resident may retain the excess. If a default exists in payment of the Obligation or performance of this provision, Palmera Park Corp may exercise Palmera Park Corp's rights with respect to rent under the Texas Property Code as then in effect. Palmera Park Corp neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Palmera Park Corp may exercise Palmera Park Corp's rights and remedies under this paragraph without taking possession of the Property. Palmera Park Corp will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Palmera Park Corp is not required to act under this paragraph, and acting under this paragraph does not waive any of Palmera Park Corp's other rights or remedies.

8. Interest on the debt secured by this Obligation will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this Obligation secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

10. When the context requires, singular nouns and pronouns include the plural.

11. The term *Obligation* includes all extensions, modifications, and renewals of the Obligation and all amounts secured by this covenants.

12. Park Resident represents to Palmera Park Corp that no part of the Property is exempt as homestead from forced sale under the Texas Constitution or other laws. All real

estate constituting Park Resident's homestead exempt from forced sale under the Texas Constitution or other laws consists of the following:

13. Park Resident agrees to furnish on Palmera Park Corp's request evidence satisfactory to Palmera Park Corp that all taxes and assessments on the Property have been paid when due.

14. This covenant binds, benefits, and may be enforced by the successors in interest of all parties.

15. Park Resident and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

16. Park Resident will have full recourse liability for repayment of the principal and interest of the Obligation and the performance of all covenants and agreements of Park Resident in this covenants of the Palmera Heights Subdivision.

17. Park Resident agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Palmera Park Corp's rights under this covenant if an attorney is retained for its enforcement.

18. If any provision of this covenant is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

GARY MITZEL

President

Gary Mitzel
Date: FEB 16, 2018

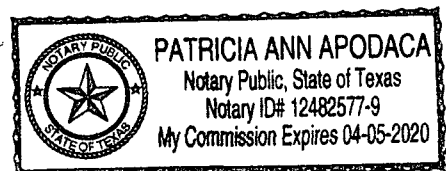
Robert R. Hobson

Vice President

Robert R. Hobson
Date: 2-16-18

Notarized:

[Signature]



State of Texas
County of Cameron

This instrument was acknowledged before me on Feb. 16, 2018 by Gary Mitzel and Robert R. Hobson.

(Seal)

[Signature]
Notary Public

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Feb 16, 2018 at 09:54A

Document Number: 00005721

By
David Jacinto
Sylvia Garza-Perez, County Clerk
Cameron County