

THIRD AMENDED COVENANTS AND RESTRICTIONS  
ON AND FOR  
HERITAGE PARKS

(Formerly Section 1 and 2, Quail Valley Northeast)

WHEREAS, heretofore on July 28, 1983, 91.03 acres, more or less, out of Section 21 and 25 of the Blind Asylum Lands, Taylor, County, Texas, was surveyed, platted and dedicated under the name of Section 1, Quail Valley Northeast, such dedication being filed of record in Plat Cabinet 1-423, Plat Records of Taylor County, Texas, to which reference is hereby made for a more complete description of the land involved and the terms of such dedication; and

WHEREAS, heretofore on November 3, 1983, 2.63 acres, more or less, out of Section 21 of the Blind Asylum Lands, Taylor County, Texas, was surveyed, platted and dedicated under the name of Section 2, Quail Valley Northeast, such dedication being filed of record in Plat Cabinet 1-475, Plat Records of Taylor County, Texas, to which reference is hereby made for a more complete description of the land involved and the terms of such dedication; and

WHEREAS, heretofore certain restrictive covenants running with the land were adopted covering Section 1, Quail Valley Northeast, which were filed of record in Volume 1335, Page 212, Deed Records of Taylor County, Texas; and

WHEREAS, the undersigned, owners of all lots in Section 1 and 2, Quail Valley Northeast, in order to provide for the preservation and enhancement of the property values, amenities and opportunities in said Community, to be hereafter identified as Heritage Parks (formerly Section 1 and 2, Quail Valley Northeast), all contributing to personal and general health, safety, and welfare of the residents, and for the maintenance of the land and improvements thereon, and to these ends desire to subject their property to the modified covenants, restrictions, easements, charges and liens hereinafter set forth, in lieu of those restrictive covenants of record in Volume 1335, Page 212, Deed Records, Taylor County, Texas; each and all of which is and are for the benefit of said property and each owner thereof, subject thereto, and joined herein; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, there has been organized under the laws of the State of Texas, the Heritage Parks Community Association, an unincorporated Association of Individuals.

NOW, THEREFORE, the Heritage Parks Community Association, as set forth in the bylaws of said Association, amends the covenants and restrictions governing Heritage Parks, such that property

described above is and shall be held, transferred, sold, conveyed, and occupied subject to the modified and expanded covenants, restrictions, easements, charges and liens hereinafter set forth;

AND FURTHER, that all owners of said lots had designated Kenneth L. Musgrave to act as Developer hereunder under Power of Attorney hereby granted by them to him, who in accepting such position hereby covenants that upon the sale to individual owners or entities of seventy-five (75%) percent of all residential lots, subject hereto, in Heritage Parks (formerly Section 1 and 2, Quail Valley Northeast), to delegate and assign to the Heritage Community Association the power hereby granted of managing, maintaining and administering the Community easements and facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the subject residents. The developer now has delegated and assigned to Heritage Parks Community Association all his rights, powers, and duties under any previous document relating to covenants and restrictions of that planned community development known as Heritage Parks.

## ARTICLE I

### Definitions

- (a) "Association" shall mean and refer to the Heritage Parks Community Association, an unincorporated association of individuals, their successors and assigns.
- (b) "Easement Properties" shall mean and refer to those areas of land and improvements in boulevards or abutting any subject residential lot in Heritage Parks, as designated and shown on the recorded Plat of said subdivision, which are for the general enhancement of the landscaping of those areas in the boulevards or abutting such subject lots, and the improvements thereon.
- (c) "Developer" shall mean and refer to Kenneth L Musgrave, under Power of Attorney formerly granted by owners of lots in Heritage Parks, any successor to Developer, which is now the Heritage Parks Community Association.
- (d) "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions set forth in this document and as they may from time to time be amended.
- (e) "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties and designed and intended for use and occupancy as a residential dwelling.
- (f) "Lot" shall mean and refer to any parcel of land shown upon the recorded subdivision map of Heritage Parks, except the Easement Properties and those parcels excluded

from these restrictions under Article VII of this instrument, all of which are to be used for residential purposes only.

- (g) "Members" shall mean and refer to members of the Association which consists of all Owners of residential lots in any subdivision of Heritage Parks, save and except those specifically excepted from this amended and expanded restrictions and covenants, identified in Exhibit "A" attached hereto and made a part hereof for all purposes.
- (h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any residential lot situated in Heritage Parks but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (i) "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold fifty (50%) percent of the outstanding votes.
- (j) "Quorum of Owners" shall mean and refer to the representation by presence or proxy of Members who hold seventy-five (75%) of the outstanding votes.

## ARTICLE II.

### Common Easements

Section 1. Use of Common Easements. The Common Easements are for the general enhancement of the landscaping and appearance of areas around and abutting the subject lots, and are to be maintained by the Association.

Section 2. Dissolution of the Association. In the event of the dissolution of the Association, the Common Easements shall be maintained by the abutting lot Owners at their sole expense.

## ARTICLE III.

### Architectural Control Committee (ACC)

No building shall be erected, placed, or altered on any residential lot in Heritage Parks until two complete sets of building plans and specifications and two plot plans of the location showing front yard landscaping drainage for lot and location of such building shall have been delivered to the ACC designated as hereinafter provided, and until such building plans, specification and plot plan including front yard landscaping shall have been approved in writing by the ACC as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plot plan shall be restrained by the

ACC and the second copy shall be redelivered to the owner of the lot with the approval of the ACC appropriately endorsed thereon. The ACC shall consist of three members, and is authorized to delegate to one or more representatives the authority to perform the duties of the ACC as set forth herein..

In the event the ACC, or its designated representative, fails to approve or disapprove any building plans, specifications and plot plans within thirty (30) days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the ACC shall be deemed to have approved such plans within thirty (30) days after the same are submitted to it. The ACC shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof, nor be liable for claims, causes of action or damages arising out of services performed pursuant to these covenants and restrictions. The ACC shall receive no fees or compensation for its services.

#### ARTICLE IV.

##### Protective Covenants

Section 1. All dwellings, except the lot locations on Plymouth Rock and on the north side of Boston, shall contain a minimum of 1,100 square feet of living space. All dwellings located on Plymouth Rock shall contain a minimum of 1800 square feet of living space and all dwellings located on the north side lot locations of Boston shall contain a minimum of 1800 square feet of living space. All dwelling square footage of living space as stated above excludes attached or detached garages, open breezeways, open porches or open terraces not enclosed by a solid wall, except multi story dwellings which shall contain a minimum of 800 square feet of living area on the ground floor. Multi-family housing in Sections 1 and 2 of Heritage Parks (formerly Quail Valley Northeast) is hereby limited to Lots 2 through 31, Block F, Section 1. Single family residential dwellings and other buildings necessary for the maintenance of the dwellings thereon shall be allowed in the subdivision. Attached or detached garages shall consist of not less than 360 square feet and driveways must be a minimum of 18 feet wide. Each dwelling must have two (2) car garage or carport.

Section 2. All dwellings or residences erected or placed on any portion of the subdivision shall face the road or street upon which the lot faces, as the same is platted on above described plat. The location of each building on each lot and the determination of front and side set back lines shall be subject to the approval of the ACC, provided that in every case the set back lines shall be in compliance with the minimum standards set by the City of Abilene or other applicable governing authority.

Section 3. Garage doors must remain closed when the garages are not in use. Carports will be allowed when constructed of approved materials; however, no storage will be allowed in the carport if not properly screened from view. Under no circumstance will the construction of carports be allowed on the

front of a residence or directly facing the street. ACC approval will be required on all garage or carport materials and appearance for doors, gates, and screening methods.

Section 4. All easements shown on the above described plat for the purpose of installation of and maintenance of public utilities and all easements hereafter granted for such purposes by the undersigned shall be strictly observed and shall not be in any manner obstructed so as to hinder any such easement. Easements for installation, maintenance, or repair and removal of utilities and drainage facilities under and across the Properties are reserved by the Association and its successors. Full rights of ingress and egress shall be had by the Association and its successors, at all times, over the Properties for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

Section 5. Owners of lots, whether improved or not, must keep the lots free of weeds and debris. If at any time, an owner of any residential lot shall fail to control weeds, unsightly growth and debris that is on the lot, the Association or its successors shall have the right to go on said lot and mow and clean, and bill the owner of record for charges. The assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land, and shall be a continuing lien upon each lot against which such assessment is made. Each such assessment, together with interest and cost of collection, shall also be the continuing personal obligation of the person who is the owner of such lot at the time when the assessment occurred. Each and every owner of any lot within this subdivision, by the acceptance of a deed or other conveyance of such lot, shall be deemed to covenant and agree to pay such assessments. The lien securing any such assessment shall be subordinate and inferior to the lien on any mortgage and any renewals or extensions thereof existing prior to the assessment date.

Section 6. No sign or signs shall be displayed to the public view on any lot except that:

- A. Association may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion and sale of the lots;
- B. Any builder, during the application initial construction and sales period, may utilize one professional sign of not more than six (6) square feet in size per lot for advertising and sales promotion;
- C. Thereafter, a dignified "for sale" sign of not more than six (6) square feet in size may be utilized by the lot Owner of the respective lot for the sale of the lot.

Section 7. All residences constructed on said property must have a roof with color shade of brown or grey composition shingles, unless otherwise approved by the ACC.

Section 8. No antenna, or tower, shall be erected upon any lot or improvement without the prior written approval of the ACC. Satellite dishes and/or HD antennae may be erected on the roof of a residence.

Section 9. All fences to be of 6 inch cedar or spruce unless otherwise approved by the ACC.

Section 10. No noxious or offensive activity of any kind whatsoever shall be carried on upon said property, nor shall there be permitted any act thereon that may be or become any annoyance or nuisance to the owners or occupants of other lots in said property.

Section 11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. Should such pets become a nuisance in the opinion of the Association, they must be removed from the premises and subdivision. No pets are to run at large.

Section 12. Any boat, boat trailer, trailer, mobile home, campmobile, camper, or any vehicle other than a conventional automobile shall, if brought within subdivision, must be screened from public view when stored. Visiting RVs can park in the street or driveway for a period not to exceed one week, but not interfering with neighbor's property. No motor bikes, motorcycles, motor scooters or other vehicles of that type shall be permitted in the subdivision, if they are a nuisance by reason of noise or manner of use in the reasonable judgment of Association.

Section 13. Trucks with a tonnage in excess of one (1) ton shall not be permitted on the residence streets or driveways within the Properties overnight.

Section 14. No inoperative vehicle or vehicles, whether being repaired or not, or no infrequently used or abandoned auto may be maintained or left on any street or driveway unless the same are entirely screened from view on any lot in the subdivision. Any vehicle not meeting this condition may be removed by the Association or the ACC, and any cost associated with such removal shall be charged as a special assessment to the lot Owner.

Section 15. All utility meters, air conditioning compressors, etc. shall be visually screened and located as approved by the ACC.

Section 16. Exterior paint or stain and masonry must be approved by the ACC, and all exterior chimneys must be of masonry material.

Section 17. Each lot must have a minimum of One Thousand Seven Hundred Fifty and No/100 Dollars (\$1750.00) in landscaping, inclusive of front yard sprinkler system, and each lot must have a sprinkler system in the front yard. Landscaping must be put in within six (6) months after occupancy of home, as seasons allow.

Section 18. All permanent dwellings to have a minimum of seventy-five (75%) percent masonry construction.

Section 19. Drying of clothes in public view is prohibited and owners of any lots shall screen from public view yard equipment, wood piles, or storage piles which are incidental to the normal residential requirements of a typical family.

Section 20. No oil drilling, mineral exploration, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted within the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted within the Properties.

Section 21. The Common easements shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or grass clippings. No waste shall be permitted on any lot or the common easement areas.

Section 22. All garbage containers are to be screened except on day of pickup.

Section 23. All mailboxes (if permitted by U.S. Postal System) shall be maintained on each individual lot, and shall be enclosed in brick or stone to be approved by the ACC.

## ARTICLE V.

### Membership

Section 1. Membership. Every person or entity who becomes a record of Owner of a fee interest in any lot which is a part of the Properties shall automatically be a member of the Association and shall be subject to this Declaration, the By-Laws of the Association and all amendments thereto, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Membership in the Association shall terminate without any formal Association action whenever such person or entity ceases to own an interest in any lot, but such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership, or impair any rights or remedies which the Association has with regard to such former Owner.

Section 2. Evidence of Ownership. Except for those Owners who initially purchased lots from Developer, any person or entity on becoming an Owner of a fee interest in a lot shall furnish to the Secretary of the Association, a machine or certified copy of the recorded instrument vesting that person or entity with a fee interest in the lot, which copy shall remain in the files of the Association. An Owner shall

not be deemed to be in good standing nor shall be entitled to vote at any annual or special meeting of the members of this Association unless this requirement is first met.

Section 3. Voting Rights in the Association. If a lot is owned by one (1) person or entity, his right to vote shall be established by the record title thereto. If title to a lot is held by more than one (1) person, or by a firm, corporation, partnership, association or other legal entity, or any combination thereof, such Owners shall execute a proxy appointing and authorizing one (1) person or alternate persons to cast whatever vote all the Owners would cast, if they were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided that, within thirty (30) days after such revocation, amendment, or termination, the Owners shall reappoint or authorize one (1) person to attend all annual and special meetings. The proxy required hereby shall be filed with the Secretary of the Association at least ten (10) days prior to an annual or special meeting of the members of the Association.

Section 4. Registration of Mailing Address. The Owner, or several Owners of a lot, shall have one and the same registered address to be used by the Association for mailing of semi-annual statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person, or persons, firm, corporation, partnership, association, or other legal entity, or any combination thereof, to be registered by the Association. Such registered address of any Owner, or Owners, shall be furnished by such Owner, or Owners, to the Secretary of the Association within fifteen (15) days after transfer of title, or after change of address, and such notification of registered address shall be in written form and signed by all of the Owners of the lot, or by such persons as are authorized by law to represent the interest (of all) of the Owners thereof. Service of process in any action involving the Association as Plaintiff, and such Owners, or Owners, as Defendant may be served on any person residing at the aforesaid registered address of such Owner, or Owners, and, in the event that no one is residing at said registered address, or no one can be found at that address at convenient hours, such Owner, or Owners, hereby consent to being served with process pursuant to Rule 106 of the Texas Rules of Civil Procedure or any other substitute service rule of statute, at such registered address.

Section 5. Payment of Assessment. No owner shall be entitled to vote at any annual or special meeting of the members of the Association unless he has fully paid all monthly and special assessments levied against the lot owned by him.

## ARTICLE VI.

### Assessments



Section 1. Assessments for Expenses. The owner of each lot owned within the Properties hereby covenants, and each purchaser of any lot by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree to pay to the Association in advance:

- (a) semi-annual assessments or charges and
- (b) special assessments for any charges assessed as a violation of these covenants as provided herein.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for:

- (a) Maintenance of easements, right-of-ways, parkways, boulevards, entrances, and the general appearance of the community, along with usual and customary administrative costs of the Association.
- (b) Carrying out the purposes of the Association as stated herein and in its By-Laws, or in Amendments thereto.

Section 3. Basis and Maximum of Semi-Annual Assessments. Until January 1<sup>st</sup> of the year immediately following the conveyance of the first lot to an Owner, the maximum semi-annual assessment shall be \$72.00 per lot.

- (a) From and after January 1<sup>st</sup> of the year immediately following the conveyance of the first lot to an Owner, the maximum semi-annual assessment shall be on the basis of current maintenance costs and future needs of the Association, which shall be levied by the Board of Directors provided any increases must be approved by a simple majority of the members.

Section 4. Date of Commencement of Semi-Annual and Special Assessments. First Assessments shall commence July 1, 1986, and semi-annually thereafter on each successive January 1, and July 1 of each year thereafter.

Section 5. Quorum for Action Authorized Under Section 3. The quorum required for any action authorized by Section 3 of this Article IV shall be as follows:

- (a) At the first meeting called, as provided in Section 3 hereof, the presence in person or by proxy of members entitled to cast sixty (60%) percent of all votes of each class of membership shall constitute a quorum. At all meetings subsequent to the first meeting fifty (50%) percent of all voting members shall constitute a Quorum.
- (b) If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the quorum required at the preceding meeting. PROVIDED THAT, no such subsequent meeting shall be held later than sixty (60) days following the preceding meeting.

Section 6. Owner's Personal Obligation for Payment of Assessments. All semi-annual and special assessments assessed against each lot shall be the personal debt of the Owner, or Owners, thereof. No Owner may exempt himself from liability for his assessments by waiver of the use or enjoyment of any of the Common Properties or by abandonment of his lot. The Board of Directors of the Association shall have the responsibility to take prompt action to collect any unpaid assessment which remains unpaid more than thirty (30) days from the due date thereof. In the event of default in the payment of an assessment, an Owner shall be obligated to pay interest at the rate of ten (10%) percent per annum on the amount of the assessment from the due date thereof until paid, together with all expenses (including attorney's fees and courts costs) incurred by the Association in collecting such delinquent assessment. Suit to recover a money judgment for unpaid assessment shall be maintainable without foreclosing or waiving the liens security same.

Section 7. Liens for Assessments. All sums assessed but unpaid chargeable to any lot shall constitute a lien on such lot and the improvements thereon superior to all other liens and encumbrances, EXCEPT ONLY for tax and special assessment liens on the lot in favor of any assessing unit, and all sums unpaid on any mortgage or mortgages of record against the lot. To evidence such lien, the Board of Directors of the Association shall cause a written notice of lien assessment to be prepared setting forth the amount of such unpaid assessment, the name of the Owner of the lot and a description of the lot. Such notice shall be signed by one of the officers of the Association, and shall be recorded in the office of the County Clerk of Taylor County, Texas. Such lien for unpaid assessments shall attach from the date of failure of payment of the assessment, and such lien may be enforced by the foreclosure of the defaulting Owner's lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice or claim thereof. In any such proceedings the Owner shall be required to pay the costs, expenses, and attorney's fees incurred but not less than the amount recommended by the Texas Bar Association for foreclosure proceedings through Court. The Owner of the lot being foreclosed shall be required to pay to the Association all assessments against the lot relating to the foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the vote appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a lot may pay, but shall not be required to pay any unpaid assessments payable with respect to such lot. Upon request of a mortgagee, the Association shall report to the mortgagee of a lot any unpaid assessments remaining unpaid for longer than twenty-five (25) days after the same are due, PROVIDED THAT, such mortgagee shall have furnished to the Association notice of such mortgage.

Section 8. Liability for Assessments Upon Transfer of a Lot. Upon payment to the Association of a reasonable fee, and upon the written request of any Owner or any mortgagee or prospective mortgagee, the Association, by its financial officer, shall issue a written statement setting forth the amount of unpaid assessments, if any, with respect to the subject lot, the amount of the current monthly assessment, and the date that such assessment becomes due, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such requests for a statement of assessments shall be complied with within ten (10) days, all unpaid assessments which become due prior to the date of mailing such request shall be subordinate to the rights of the person requesting such statement. The grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments against the lot for the unpaid assessments up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor, PROVIDED THAT, upon payment of a reasonable fee, as is herein above provided, and upon written request, any such prospective grantee shall be entitled to a statement from the Association's financial officer setting forth the amount of the unpaid assessments, if any, with respect to the subject lot, the amount of the current semi-annual assessment and date that such assessment becomes due, which statement shall be conclusive upon the Association. Unless a request for such a statement shall be complied with within ten (10) days of the request, then such requesting grantee shall not be liable for, nor shall the lot conveyed by subject to a lien for any unpaid assessments.

Section 9. Insurance. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall obtain a broad form public liability policy covering all Easement Common Property, and all damage or injury caused by negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premium for all such insurance shall be common expenses. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee. In the event of damage or destruction by fire and other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution insured by Federal governmental agency, with the provisions agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids from any

licensed contractor, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all dwelling owners; as established by Article VI, section 4, above, to make up any deficiency for repair or rebuilding of the Easement Common Property not a physical part of the dwelling unit. In the event of damage or destruction by fire or other casualty to any dwelling, garage, storage area or other property of an individual owner, said Owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the garage, storage area and exterior of the dwelling in a good workmanlike manner in conformance with the original plans and specifications of said dwelling. In the event such owner refused or fails to so repair and rebuild or enter into a contract to repair and rebuild any and all such damage to the exterior of the dwelling, garage and storage area within thirty (30) days, the Association, by and through its Board of Directors, is here irrevocably authorized by such Owner to repair and rebuild any such dwelling and garage and storage area in a good and workmanlike manner in conformance with their original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs to the extent such amount is not covered by insurance proceeds received by the Association, and the Association shall have a lien securing the payment of same and subject to foreclosures as above provided. Any Owner whose lot or dwelling unit is not covered by fire and hazard insurance through the Association shall, upon request, deliver to the Association a copy of the certificate of insurance covering said dwelling and shall notify the Association in writing in the event such dwelling becomes uninsured.

## ARTICLE VII.

### Excluded Commercial Tract

These restrictions and covenants shall in no way affect the use of or the character of improvements to be constructed upon any part of Lot 1, Block "F", Section 1, Quail Valley Northeast, City of Abilene, Taylor County, Texas, as such tract is shown on the recorded plat in Plat Cabinet 1, Slide 423, Plat Records, Taylor County, Texas, or as shown on plat of Heritage Parks.

## ARTICLE VIII

### General Provisions

Section 1. Time to Run and Amendment by Owner. The provisions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association or the

Owner of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) percent of the lot Owners, and thereafter by an instrument signed by not less than fifty (50%) percent of the lot Owners. Any amendment must be recorded.

Section 2. Enforcement. Enforcement of the provisions contained in this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any provisions contained herein either to restrain such violation or to recover damages for such violations or to enforce any lien created by this Declaration, and failure by the Association or any Owner to enforce any provision contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any provision of this Declaration by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

HERITAGE PARKS COMMUNITY ASSOCIATION  
a/k/a HERITAGE PARKS HOMEOWNERS ASSOCIATION

\_\_\_\_\_  
Arthur Talamantes, President and Director

\_\_\_\_\_  
Perry Fincher, Vice-President and Director

\_\_\_\_\_  
Nell Wood, Treasurer and Director

\_\_\_\_\_  
Karlene Larson, Secretary and Director

\_\_\_\_\_  
Larry Cleveland, Director and ACC Chairman

\_\_\_\_\_  
Terri Wright, Director

\_\_\_\_\_  
Kimberly Wheaton, Director

\_\_\_\_\_  
Maria Cisneros, Director

(ACKNOWLEDGMENT)

STATE OF TEXAS           §  
  §  
COUNTY OF TAYLOR       §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2007, by Arthur Talamantes, President and Director of Heritage Parks Community Association, an association, on behalf of said association.

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Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS           §  
  §  
COUNTY OF TAYLOR       §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2007, by Perry Fincher, President and Director of Heritage Parks Community Association, an association, on behalf of said association.

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Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS           §  
  §  
COUNTY OF TAYLOR       §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2007, by Nell Wood, Treasurer and Director of Heritage Parks Community Association, an association, on behalf of said association.

\_\_\_\_\_  
Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS           §  
  §  
COUNTY OF TAYLOR       §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2007, by Karlene Larson, Secretary and Director of Heritage Parks Community Association, an association, on behalf of said association.

\_\_\_\_\_  
Notary Public, State of Texas



(ACKNOWLEDGMENT)

STATE OF TEXAS           §  
  §  
COUNTY OF TAYLOR       §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2007, by Larry Cleveland, Director and ACC Chairman of Heritage Parks Community Association, an association, on behalf of said association.

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Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS           §  
  §  
COUNTY OF TAYLOR       §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2007, by Terri Wright, Director of Heritage Parks Community Association, an association, on behalf of said association.

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Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS           §  
  §  
COUNTY OF TAYLOR       §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2007, by Kimberly Wheaton, Director of Heritage Parks Community Association, an association, on behalf of said association.

\_\_\_\_\_  
Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS           §  
  §  
COUNTY OF TAYLOR       §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2007, by Maria Cisneros, Director of Heritage Parks Community Association, an association, on behalf of said association.

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Notary Public, State of Texas