

FIRST AMENDED AND RESTATED

DECLARATION OF

RESTRICTIVE COVENANTS

FOR

PAVILION PARK ADDITION, SECTION 8, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET J, PAGE 177 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS.

PREAMBLE

In order to conform to the subdivision plat, the Developers of the above-referred property hereby file and declare these First Amended and Restated Declaration of Restrictive Covenants for Pavilion Park Addition, Section 8, an addition to the City of Midland, Midland County, Texas ("Restated Declaration").

Article I

Definitions

- 1.1 Approved shall mean and refer to favorable action taken by the Association or its duly appointed representatives.
- 1.2 Association shall mean and refer to the MIDLAND PAVILION PARK HOMEOWNERS ASSOCIATION, INC., an incorporated entity, together with its duly elected and appointed officers and representatives, the members of which shall be all of the Residential Lot Owners, the principal purpose of which is to maintain and provide common community facilities and services respecting Common Areas and easements thereon for the common use and enjoyment of all Residential Lot Owners and residents within the Subdivision. Each Residential Lot Owner, his successors and assigns, shall be a Member of the Association.
- 1.3 Common Area shall mean and refer to those areas of land so designated and embraced by any present or future Plat of this Subdivision which are reserved for specific functions necessary to the Subdivision including areas for common use, enjoyment and mutual benefit of the Residential Lot Owner and their guests. Common Areas shall also include landscaped median areas licensed from the City of Midland, utility and drainage easements.
- 1.4 Developer shall mean and refer to Petree-Isbell, Inc., together with its agents, successors and/or assigns.

- 1.5 Lot shall mean and refer to any numbered tract or parcel of land, embraced by the present or future Plat of this Subdivision upon which approved residential buildings and appurtenances may be built. The term Lot shall not include those parcels or tracts of land designated as Common Areas on any present or future Plat of the Subdivision. Any Residential Lot Owner who owns two (2) Lots with one (1) residence thereon shall be considered the owner of one (1) Lot for purposes of membership in the Association and for assessments.
- 1.6 Member shall mean and refer to each and every Residential Lot Owner in the Subdivision.
- 1.7 Owner or Owners when used herein shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to a mortgagee, unless or until such mortgagee has concluded proceedings to foreclose or any other lawful proceeding in lieu of foreclosure, or to any licensed builder unless he owns an occupied residence on a Lot.
- 1.8 Plat shall mean and refer to any recorded plat or replat of the subdivision embraced by this Declaration as filed in the Plat Records of Midland County, Texas.
- 1.9 Residential Lot Owner shall mean and refer to the record owner, whether one or more persons, firms or corporations, including the Developer, of the fee simple title to any Lot within the Subdivision, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other lawful proceedings in lieu of foreclosure, or to any licensed builder unless he owns an occupied residence on a Lot.
- 1.10 Single Family shall mean a group of persons related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a residence.
- 1.11 Subdivision shall mean and refer to Pavilion Park Addition, Section 8 as Platted and described above and any additional platted tract adjacent to Pavilion Park Addition, Section 8 incorporated hereunder pursuant to Section 5.1 of this Restated Declaration.

## ARTICLE 2

### Permitted and Prohibited Uses

- 2.1 Single Family Residences. No property or Lot shall be used for any purpose other than Single-Family residential.
- 2.2 Building Standards. No building shall be erected on any residential Lot except one Single-Family dwelling and outbuildings incidental to and used in connection with the one Single-Family dwelling. An "outbuilding" shall be defined to include a garage, game room, workshop and other buildings necessary for the convenience and pleasure of the occupants of the Single-Family dwelling erected on the Lot. All such buildings shall be of a design

aesthetically compatible with that of the residence erected on the Lot. Outbuildings shall not include metal or portable buildings.

- 2.3 Minimum Square Footage for Residences. The improvements located on the Lots in the Subdivision shall consist of Single-Family dwelling units. The Lots in Blocks 1, 2, 3, 4 and 5 shall contain residences of not less than one thousand eight hundred (1,800) square feet of livable floor space. The Lots in Blocks 6, 7, 8, 9, 10, 11, and 12 shall contain residences of not less than two thousand (2,000) square feet.

- 2.4 Non-Permanent Structures. No trailer, trailer-house or mobile home shall be placed on any Lot for residential purposes nor shall any existing house or dwelling structure be moved on to any Lot for Residential purposes. This paragraph shall not be deemed to prevent the use of mobile or modular offices as temporary sales or builder's field office. Such office shall not remain on a Lot in excess of twenty-four (24) months. Extensions for such office may be granted in writing by Developer and granting such extension is at the discretion of Developer.

- 2.5 Construction Requirements. Once the construction of any residence has begun, work thereon must be pursued diligently and must be completed within a reasonable time. No building shall be occupied for residential purposes during construction. Further, no garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residential purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of a structure on a Lot, or the use of adequate sanitary toilet facilities which shall be provided during such construction. At the time of construction of any residence on a Lot, a sidewalk with a minimum width of sixty inches (60") must be built along the full street frontages of the Lot in accordance with city specifications.

Roof Requirements. No graveled or corrugated metal roofs shall be constructed on the Lots described here in. If composition roofs are to be placed on any residences on a Lot, they shall be of 240# Three Dimensional High Definition Laminate Asphalt, 30 year or better shingle material. No shingles on a roof may be blue, red, white, or green in color.

- 2.7 Garages. Garages, which shall be only for the use of the occupants of the resident to which they are appurtenant, may be attached or detached from the residence. A minimum of a two-car garage shall be provided at each residence and all garage openings must face the side yard or rear of the lot with no overhead doors facing the street serving the front of the premises except in Blocks 1, 2, 3, 4 and 5 which may have front entry garages. Entrances to all front entry garages shall be not less than twenty feet (20') from the front Lot line.

- 2.8 Refuse Requirements. Garbage receptacles shall be in complete conformity with sanitary rules and regulations heretofore or hereafter promulgated by the City of Midland.

- 2.9 Yards. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain on any part of a Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon.

- 2.10 Elevations. No substantial changes in the elevation of land shall be made on the premises of a Lot.

- 2.11 Parking on Streets. Vehicles shall not be parked in the street overnight except for temporary overnight guests and then, for not more than 5 consecutive nights. Temporary hardship exceptions may be granted by the Board in the event a Residential Lot Owner requires an overnight nurse or medical care-giver. Streets shall not be used by Residential Lot Owners or other parties for parking vehicles in excess of one (1) ton in weight at any time, other than moving vans and home repair/construction vehicles on a short-term basis. In conformance with City of Midland requirements, no vehicles may be parked over the curbs of the street or in yards at any time.
- 2.12 Vehicle Storage. No boat, recreational vehicle, trailer or inoperative motor vehicle may be kept or stored on any street in the Subdivision or upon any Lot, except within a garage or behind decorative screening fences (which fences shall not exceed a maximum height of eight feet (8')) whereby the boat, recreation vehicle, trailer or inoperative vehicle is visibly screened from all street views. All such garages or decorative screening fences shall be of designs aesthetically compatible with that of the residence located on the Lot.
- 2.13 Exterior Construction. At least ninety percent (90%) of the exterior wall surface of each residence located on a Lot (excluding doors, windows, and exterior glass) shall be of brick, rock, stone, brick veneer, rock veneer or stone veneer.
- 2.14 Clotheslines. Clotheslines or drying yards shall be so located as not to be visible from the street serving a Lot.
- 2.15 Street Frontage. All dwellings shall face the street on which the other Lots in the same block front. Dwellings located on Lots within the curved portion of a cul-de-sac shall front toward the curve.
- 2.16 Signs. No signs or other forms of advertisement shall be permitted upon any of the Lots subject hereto except one (1) small sign, not exceeding five (5) square feet in area, advertising the particular premises for sale or for rent, or one (1) sign used by a builder to advertise the property during the construction and sales period, said size not to exceed sixteen (16) square feet, and from time to time a political campaign sign, not exceeding two (2) square feet in area. Neighborhood or project identification signs are permissible as well as Midland Independent School District (and similar private educational institutions) student activity letter signs.
- 2.17 Antenna. No radio or television antenna with more than eight (8) square feet of grid area or which attains a height in excess above the highest point of the roof shall be permitted. All such installations are limited to roof and back yard. Front yard installations are strictly prohibited.
- 2.18 Child-care. No in-home child care with more than five (5) children is permissible unless the children are the children of the occupants of the property where they are being cared for.
- 2.19 Fences. No fences shall be permitted within the front setback area. Fences shall not exceed eight feet (8') in height and shall be uniform in nature. All fencing which faces the street on which a residence fronts shall be of the same material as the residence. No chain link fences shall be permitted in areas visible from the streets serving the Subdivision. Each

Residential Lot Owners shall keep fences on each Lot in good condition and repair all damages within a reasonable period of time.

2.20 Landscaping. Landscaping within the front setback area shall be in place within six (6) months of the completion of the first structure on a Lot. The landscaping shall be maintained in a slightly and well-kept manner consistent with a well-kept residential neighborhood. Unless the front setback area is xeriscaped, it shall be irrigated by a properly designed underground irrigation system.

2.21 Motor Homes, RV's and other Equipment. No motorhomes, buses, mobile homes, industrial, commercial or recreational vehicles or trailers greater than six feet tall shall be permanently stored within the Subdivision. This provision will not prevent a resident from temporarily storing a motorhome or camping trailer, that is permanently stored elsewhere, for a period of no more than five days, for trip preparation e.g. loading or unloading.

2.22 Vehicle Repairs. No Vehicle repairs shall be conducted in public view within the residential areas of the Subdivision nor shall any inoperative Vehicle or Vehicle parts be allowed to remain within the residential areas of the Subdivision in public view.

2.23 Animals. 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 they are not kept, bred or maintained for any commercial purposes and are not offensive to the enjoyment by neighbors of the adjoining properties.

2.24 Artificial Turf. Artificial Turf shall not be allowed in front or side yards without approval from the Architectural Control Committee.

2.25 Water Wells and Related Facilities. Water wells shall not be drilled in any front or side yard of a Lot. All water well equipment and any water well housing shall not be visible from a public street.

2.26 Screening of Air Conditioning Units. All air conditioning units and related equipment which are visible from a public street shall be screened by materials approved by the Architectural Control Committee.

### ARTICLE 3

#### ASSOCIATION ENFORCEMENT ACTION

3.1 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 these Restated Declarations. The Association, by and through its Board, is authorized to adopt rules and regulations setting forth the procedures to be followed in connection with such enforcement and in implementing any fine or penalty as outlined below, except as otherwise reserved to the members by law, by the Articles of Incorporation or by the Bylaws of the Association. Failure by the Association or by any Owner to enforce a covenant in these Restated

Declarations will not be deemed a waiver of the right to do so. Invalidation of any covenant in these Restated Declarations by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

3.2 Fines for Violation(s). If an Owner of any Lot fails to abide by the covenants in these Restated Declarations and if such failure or default continues uncured for ten (10) days after written notice thereof mailed to the Owner of the Lot at the Owner's last known address, the Association may (i) impose fines upon the Lot in amounts determined by the Association Board or (ii) go upon such Lot and correct the default, or (iii) suspend the Owner of the Lot's use of Common Areas, and in any of the foregoing (i)-(iii), the Association shall not be guilty of any manner of trespass or liability to the Owner in any respect as a result thereof and no Owner shall escape liability for Assessments by virtue of any such action by the Association. The Association may, in its discretion, take a combination of the foregoing actions and taking any one action shall not be deemed to prohibit taking additional action. The Owner shall be obligated to reimburse the Association for all expenses incurred by it in performing any such work under (ii) above. Fines imposed by the Association Board under (i) above shall be defined and promulgated annually by the Board. A separate schedule of offenses and fines shall be published annually by the Board and shall continue in effect until a subsequent publication is made. The schedule of offenses and fines may only be revised at the annual meeting of the Board. Each day shall constitute a separate offense for purposes of calculating any fine. Any default on the payment of the reimbursement or fines imposed by the Association Board shall be secured by a lien against the Lot in the same manner as the Assessments.

3.3 Notice of Violation. The Association shall provide a notice to each Owner of any Lot that violates a covenant in these Restated Declarations by certified mail, return receipt requested to the last known address on file with the Association for such Owner in conformance with the laws of the State of Texas.

3.4 Liens. Each Member is obligated to pay to the Association the Assessments which are secured by a continuing lien on the Lot against which the Assessment is made. In addition, each member is obligated to pay to the Association any fine imposed upon the Owner or Lot for any violation in accordance with Section 3.2 above, which shall also be secured by a continuing lien on the Lot against which the fine is made. Any Assessment or fine not paid when due will be delinquent. If the Assessment or fine is not paid within thirty (30) days after the due date, the Assessment or fine will bear interest from the date of the notice of delinquency at the rate of the lesser of the maximum amount permitted by applicable law or ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the Assessment or foreclose the lien against the property, and in either event, interest, costs, and reasonable attorneys' fees of any such action will be added to the amount of the Assessment or fine. Foreclosure of any lien hereunder shall comply with the requirements of the laws of the State of Texas.

ARTICLE 4

**Streets, Utilities, Easements and Rights of Way**

- 4.1 All presently existing easements for utilities or drainage in the Subdivision are hereby reserved to the present owners of such easements.
- 4.2 No structures, including walks, fences, paving or planting, shall be erected upon any part of the Subdivision, which will interfere with rights of ingress and egress to and from the easements referred to in Article 3.1 hereof. All utilities serving the Subdivision shall be underground.

ARTICLE 5

**Additions to Subdivision**

- 5.1 Declarant may add or annex all or part of the 60 plus or minus acres adjacent to the Subdivision on the east ("Additional Lands") (from time to time and at any time during the next seven (7) years from the date of this Restated Declaration -and for an additional seven (7) years if the Declarant so elects by filing an election of record in Midland County, Texas during the initial seven (7) years of the Subdivision), subject to this Restated Declaration by filing a record in Midland County, Texas a Supplemental Declaration of Restrictive Covenants; provided, however, that such supplementary declaration may contain such complementary additions and modifications of the covenants contained in this Restated Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concepts and purposes of this Declaration.

ARTICLE 6

**Association Creation, Membership and Rights of Members**

- 6.1 Homeowners Association. The MIDLAND PAVILION PARK HOMEOWNERS ASSOCIATION, INC. ("Association") has been created as a non-profit corporation under the laws of the State of Texas having the power and obligation of perpetually managing and maintaining, repairing, replacing, improving and insuring the Common Areas, facilities and easements within this Subdivision. The Association shall collect assessments and make disbursements of proceeds, including the payment of all taxes assessed against the Association or the Common Areas owned by the Association, and shall take appropriate disciplinary action concerning delinquent accounts.
- 6.2 Membership and Voting. Upon sale of a Lot subject to these covenants; the purchaser shall automatically become a Member of the Association (unless the purchaser is a licensed builder who does not own an occupied residence on the Lot). The membership in the Association shall not be transferred, pledged or alienated in any way except on the sale of such Lot (and then only to such purchaser), by interstate Succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. The record owner of a Lot shall be entitled to one (1) membership in the Association and one (1) vote. Any

joint owner shall designate to the Association in writing the name of the person entitled to vote said membership. At the discretion of the Association, no certificates of membership need to be issued, and if certificates are not issued, membership shall be evidenced by an official list of Members kept by the Secretary of the Association.

Notwithstanding the foregoing, the Developer shall be entitled to three (3) votes for each platted Lot owned by the Developer and two hundred (200) votes for the Additional Lands until such time as the Additional Lands have been platted.

6.3 The Developer Shall Convey Title. The Developer shall convey title to the Common Area(s), without charge and free of encumbrance to the Association when (a) 75% of the lots in the subdivision are occupied, or (b) January 31, 2020 (whichever occurs soonest), or (c) such earlier time as the Developer deems appropriate.

6.4 Board of Directors. The business and affairs of the Association shall be managed by a board of directors. Directors need not be Residential Lot Owners in the Subdivision. The number of directors shall be determined by majority vote of the Association but shall not be less than three (3) nor more than seven (7). At each annual election, the Members shall elect directors to hold office until the next succeeding annual meeting. Directors shall meet at least once during each quarter during any calendar year. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of the majority of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

**ARCHIECTURAL CONTROL COMMITTEE**

**ARTICLE 7**

**Creation and Responsibilities of the Architectural Control Committee**

7.1 Committee. Developer shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons which shall serve at the pleasure of Developer. After Developer no longer owns any lot in the Subdivision, the Architectural Control Committee shall serve at the pleasure of the Association.

7.2 Responsibility. The Architectural Control Committee must review and approve in writing all of the following projects on the property:

7.2.1 Construction of any building, fence, wall, or other structure;

7.2.2 Any exterior addition, change or alteration in any building, fence, wall, or other structure;

7.2.3 Any landscaping, or grading of any Lot or Lots; and

7.2.4 Any other items mentioned in this Restated Declaration.

7.3 Applications. To obtain approval to do any of the work described in the covenants an owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location, of the proposed work.

7.4 Procedures. The Architectural Control Committee shall review applications for proposed work in order to:

7.3.1 Insure conformity of the proposal with those covenants, conditions, and restrictions; and

7.3.2 Insure harmony of external design in relation to surrounding structures and topography.

7.5 Authority of Committee. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority, to interpret and apply these standards. In rejecting an application, the Committee may detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

7.6 Timing. Developer and the Architectural Control Committee shall review and approve or disapprove all plans for proposed construction in the Subdivision. Failure by an owner to commence construction on a Lot before twenty-four (24) months after the date of closing the purchase of a Lot from the Developer (the "Building Deadline") shall allow the Developer the right and option to repurchase such Lot for (i) its then appraised value or (ii) the original purchase price, whichever is lower, for a period of twenty-four (24) months after the Building Deadline. No undeveloped Lot in the Subdivision may be resold by an owner without Declarant having the prior right and option to purchase the Lot at its then appraised value. Failure to comply with the provision shall result in the placement of a lien against said Lot in favor of Developer.

**ARTICLE 8**

**Common Areas**

**Ownership, Use and Property Rights**

8.1 Common Areas and Ownership. The Common Areas designated and shown on any recorded Plat of this Subdivision shall be owned by the Association for the benefit of the Members within this Subdivision. The costs of perpetual maintenance, upkeep and improvements thereon shall be borne on an equal basis by all the Members of the Association.

8.2 Land Use Within the Common Areas shall be restricted to those improvements designated on the Plat (including areas designated for storm water retention and related to subsurface mineral development) and activities related to open space uses, including, but not limited to landscaped area, outdoor lighting, signs relevant to the development thereof, screening and fencing devices.

- 8.3 Dedication or Transfer of Fee Title to Common Areas to any individual, corporation, other form of private entity, public agency or authority, or public utility shall not be made unless the dedication, transfer, purpose, location and conditions thereof are agreed to in an instrument in writing entered into between the parties involved and which is signed, dated and Approved by vote of two-thirds (2/3) of the Members of the Association and is accepted by representatives of such private or public entity. Any dedication or transfer of fee title to the Common Areas must also have the prior approval of the City of Midland except where the dedication or transfer is to the City of Midland.

## ARTICLE 9

### Assessments

- 9.1 Assessments or Charges and special assessments for improvements shall be fixed, established and collected from time to time by the Association as hereinafter provided. Such assessments and special assessments together with such interest and costs of collection shall be a charge on land and shall be a continuing lien upon the Lot against which each assessment is made. Any continuing lien created by an assessment pursuant to Sections 6.1 and 6.2 shall be a second lien behind any purchase money mortgage lien, or utility lien for water, sewer and garbage service provided by the City of Midland, but shall be ahead of all other (subsequent) liens against the property. Each such assessment together with such interest and cost of collection, shall also be the personal obligation of the person who was the owner of such property at the time of assessment. Assessments shall be applied on an equal basis to all Members of the Association. Assessments levied by the Association shall be used for improvements and maintenance of properties, services and facilities, repair, replacement and additions within the Common Area, including, but not limited to, payment of applicable insurance and taxes, cost of labor, equipment, materials, management and supervision.
- 9.2 Special Assessments for capital improvements in addition to the annual assessments may be authorized by the board of directors in accordance with Bylaws of the Association for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement upon the Common Area.
- 9.3 Notices and Due Dates of Assessments. The Board of Directors of the Association shall specify the due date and amount of assessment at least fifteen (15) days in advance of such due date and shall prepare a roster of the properties and assessments applicable thereto. Written notice of the assessment shall also be mailed to every Residential Lot Owner at least fifteen (15) days in advance of the specified due date of the assessment. The due date of any special assessment shall be established by resolution of the Board of Directors of the Association. Upon demand by any Residential Lot Owner liable for assessment, the Board of Directors shall furnish in writing signed by an officer or director of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment.

- 9.4 Effect of Non-Payment of Assessment. If the assessments are not paid when due, then they shall become delinquent and together with such interest and cost of collection, become a continuing lien against the property which shall bind the hands of the then owner, his heirs, devisees, persons representatives and assigns from transferring the property without the lien. Additionally, however, the personal obligation of the owner to pay such assessment shall remain his personal obligation for the statutory period and the personal obligation shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency. The Association may bring an action at law against the owner personally obligated to pay the same, or the Association may foreclose the lien against the property. Costs of preparing and filing the complaint in such action, together with reasonable attorneys' fees, shall be added to such assessment, and in the event a judgment is obtained, the judgment shall include interest and attorneys' fees, together with the costs of the action. Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessment, charge or liens.

## ARTICLE 10

### Duration and Enforcement

- 10.1 The covenants, restrictions, reservations and servitudes herein set forth in these Restated Declarations shall continue in full force and effect until December 31, 2040, after which time these covenants shall automatically extend for successive periods of ten (10) years unless an instrument is signed by Owners of at least eighty percent (80%) of all Lots and recorded in the Official Public Records of Midland County, Texas, which contains and sets forth an agreement to abolish these Covenants, restrictions, and reservations; provided however, that this agreement to abolish the covenants shall not be effective unless made and recorded one (1) year in advance of any renewal date of these covenants.

These First Amended and Restated Declarations of Restrictive Covenants replace and supersede the provisions of the Declaration of Restrictions and Covenants recorded as Document No 2017-10621 in the Official Public Records of Midland County, Texas.

- 10.2 If any restriction herein set forth is declared invalid, the remaining restrictions shall nevertheless continue in full force and effect. The Declarant or its employees shall not be liable for any incidental or consequential damages arising as an outcome of any of these provisions. Violation of or failure to comply with these Restated Declarations shall not affect the validity of any mortgage, bona fide lien or other similar security instrument, which may then exist on or against any tract.
- 10.3 If any person acquiring a Lot or any interest in a Lot in this Subdivision shall violate or attempt to violate any of the restrictions herein, it shall be lawful for the Association or any other person or persons owning a Lot or any interest in a Lot in the Subdivision to prosecute proceedings in law or equity against any person or persons so violating or attempting to violate such restrictions, either to prevent such violation or such violation from so doing or to recover damages by reason of such violation; provided, however, that such proceedings;

if conducted, shall be at the sole cost and expense of the person or persons prosecuting the same.

**ARTICLE 11**

**Amendments and Extensions**

11.1 All changes and amendments shall be in accordance with the platting and zoning procedure of the City of Midland, and those changes and amendments which relate directly to the Association or the Common Areas shall be reviewed and approved by the City of Midland before enactment, and subject to the foregoing shall be as follows:

- a) Until at least seventy-five percent (75%) of the Lots in Section 8 and the Lots platted in the Additional Lands have been sold, the Developer may amend or change these Restated Declarations and shall not be required to obtain the consent of any Residential Lot Owner.
- b) Anytime after seventy-five percent (75%) of the Lots in Section 8, and the Lots platted in the Additional Lands are owned by individuals who have built or who are in the process of building for personal occupancy on their respective tracts, the Restated Declaration set forth herein shall be subject to amendment or alteration by the affirmative vote of two thirds (2/3) of the Residential Lot Owners. Upon any additions or annexation to the Subdivision pursuant to Article 5.1 of this Restated Declaration current ownership shall be calculated on the total acreage existing after the addition or annexation including any acreage added or annexed to this residential portion of Pavilion Park.

At such time as the Developer fails to control a majority of the votes in the Association, the Developer shall deliver all books and records of the Association to the President of the Board. The Developer may turn over all books and records to the President of the Board prior to the time it controls a majority of the votes in the Association, at its sole decision.

- d) Any and all amendments to this Restated Declaration shall be recorded in the office of the County Clerk in Midland County Texas.

**ARTICLE 12**

**Invalidity**

12.1 If one or more of the provisions contained in these Restated Declarations shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Restated Declaration.

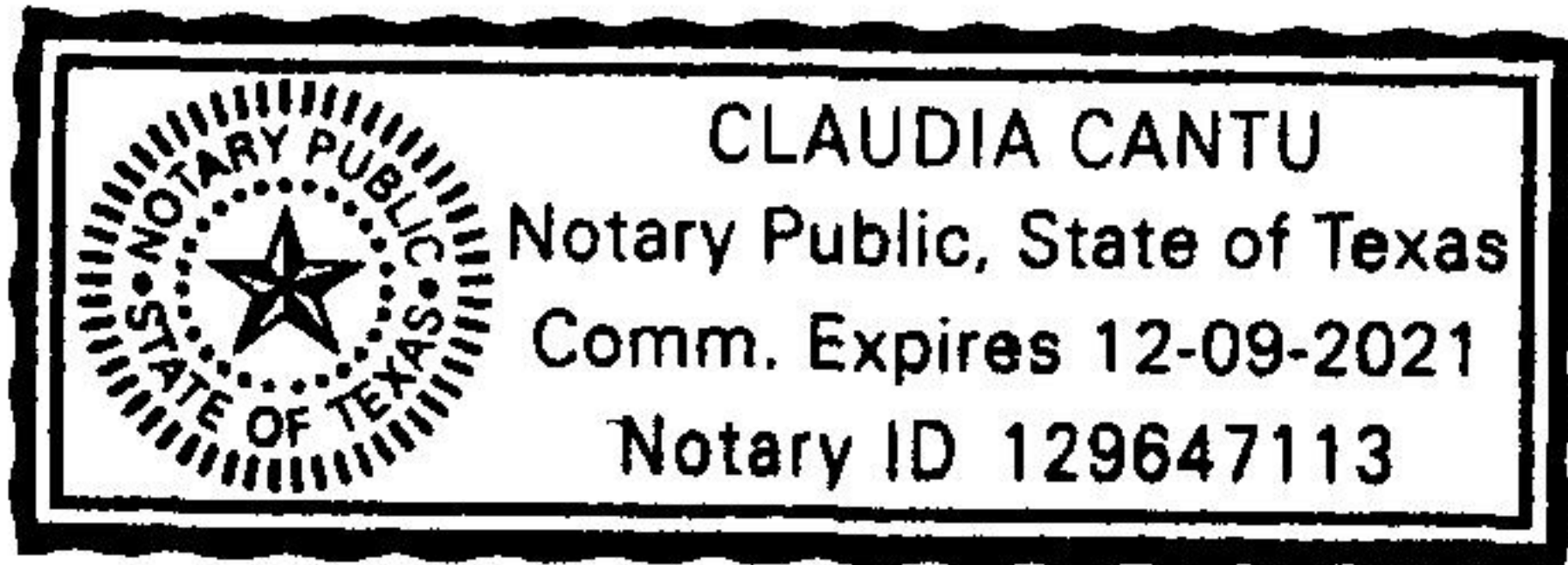
PETREE-ISBELL, INC.

by: James Isbell  
James Isbell  
President

STATE OF TEXAS \*  
\*  
COUNTY OF MIDLAND \*

This instrument was acknowledged before me on this the 10 day of March, 2020 by James Isbell as President of Petree-Isbell, Inc., a Texas corporation, on behalf of said corporation.

Claudia Cantu  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires:

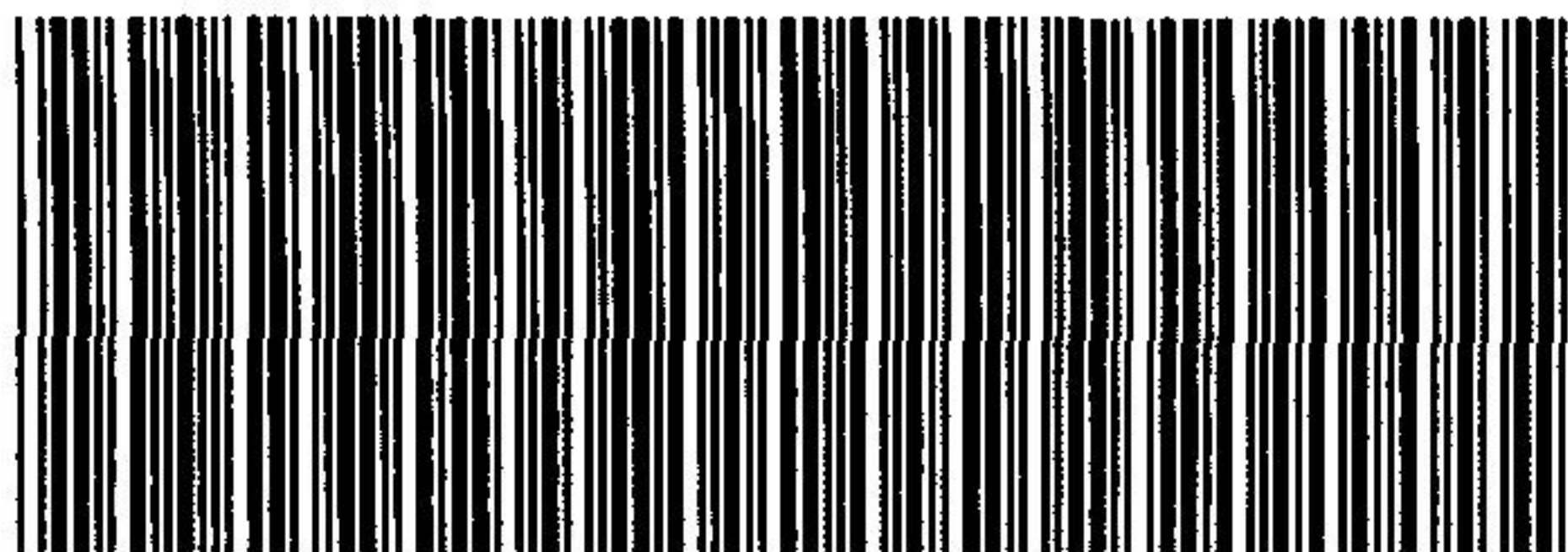


Midland County Clerk Unofficial Copy

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\*VG-41-2020-7292\*

Midland County  
Alison Haley  
Midland County Clerk

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Instrument Number: 7292

Real Property Recordings

Recorded On: March 10, 2020 02:25 PM

Number of Pages: 14

" Examined and Charged as Follows: "

Total Recording: \$74.00

Midland County Clerk Unofficial Copy

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\*\*\*\*\* 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: 7292  
Receipt Number: 20200310000178  
Recorded Date/Time: March 10, 2020 02:25 PM  
User: Tia H  
Station: cc10297

Record and Return To:

RENDALL SIKES PLLC  
6 DESTA DR STE 1000  
MIDLAND TX 79705

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy



STATE OF TEXAS  
Midland County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

Alison Haley  
Midland County Clerk  
Midland County, TX