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Indirect- THE PUBLIC

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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.



A handwritten signature in black ink, appearing to be "J. S. H.", is written over the bottom right portion of the page.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**MODIFICATION TO THE VILLAS OF SOUTH PADRE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS MODIFICATION TO THE VILLAS OF SOUTH PADRE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereinafter the "Modification") is made as of the 3<sup>rd</sup> day of November, 2012, by The Villas of South Padre Owners Association, Inc., a Texas non-profit corporation.

WHEREAS, the property encumbered by this Modification is that property initially restricted by the Declaration of Covenants, Conditions, and Restrictions for the Villas of South Padre, recorded under Volume 5454, Page 9, of the Official Records of Cameron County, Texas, as same has been or may be amended from time to time (as further described below), and any other property which has been or may be annexed thereto and made subject to the authority of the Villas of South Padre Owners Association, Inc., which is more legally and particularly described on Exhibit A attached hereto and made apart hereof, hereinafter the "Property";

WHEREAS, said Property was first described under that certain Declaration of Covenants, Conditions, Restrictions and Easements, dated March 1, 1999 and recorded in Volume 5454, Page 9, Official Records of Cameron County, Texas; said Declaration having been amended by First Amendment to the Villas of South Padre Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Volume 5597, Page 162, Official Records of Cameron County, Texas; said Declaration having been further restated and amended by The Villas of South Padre Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements recorded in Volume 7368, Page 1, Official Records of Cameron County, Texas; said Declaration having been further restated and amended by The Villas of South Padre Second Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements recorded in Volume 8898, Page 119, Official Records of Cameron County, Texas; said Declaration having been further amended and restated by The Villas of South Padre Third Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements recorded in Volume 9910, Page 137, Official Records of Cameron County, Texas; said Declaration having been further restated and amended by The Villas of South Padre Fourth Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Volume 10952, Page 199, Official Records of Cameron County, Texas; all of the above Declarations hereinafter referred to as the "Original Declaration";

WHEREAS the Association shall and does own, operate, maintain and administer all of the Common Property as defined under the Original Declaration. The Association shall and does administer and enforce the covenants, conditions, restrictions, easements and limitations set forth in the Original Declaration and has the exclusive right to collect and disburse the Assessments created in the Original Declaration;

NOW THEREFORE, pursuant to the authority granted in Sections 202 and 209 of the Texas Property Code, the Board of Directors hereby adopts this Modification, which shall run with the land and be binding on all owners and lots within the subdivision. The following provisions in this Modification hereby replaces any previously recorded or implemented provisions that address the subjects contained herein.

**5.8 EFFECT OF NONPAYMENT OF ASSESSMENTS;  
REMEDIES OF THE ASSOCIATION**

Section 5.8 of the Declaration is hereby replaced in its entirety to read as follows:

Any Assessment installment, which is not paid within 30 days of its due date, shall be delinquent. In the event that an Assessment installment becomes delinquent, the Association shall follow the procedures outlined in the Collection and Payment Plan of the Association. No

Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Property or abandonment of its Lot or, as applicable, Dwelling Unit.

#### 5.15 PRIORITY OF PAYMENTS

Section 5.15 is hereby added to the Declaration in its entirety to read as follows:

"Section 5.15. Priority of Payments. The Association shall apply a payment received from an owner to the owner's debt in the following order of priority: (1) any delinquent assessment; (2) any current assessment; (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (4) any other attorney's fees incurred by the Association; (5) any fines assessed by the Association; and (6) any other amount owed to the Association. However, if the owner is in default under a payment plan entered into with the Association at the time the payment is received by the Association, the Association is not required to apply the payment in the order specified above except that a fine assessed by the Association may not be given priority over any other amount owed to the Association."

#### 5.16 THIRD PARTY COLLECTIONS

Section 5.16 is hereby added to the Declaration in its entirety to read as follows:

"Section 5.16. Third Party Collections. An owner may be held liable for fees of a collection agent retained by the Association if the Association provides written notice to the owner by certified mail, return receipt requested, that: (1) specifies each delinquent amount and the total amount of the payment required to make the account current; (2) describes the options the owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association; and (3) provides a period of at least 30 days for the owner to cure the delinquency before further collection action is taken. An owner may not be held liable for fees of a collection agent retained by the Association if: (1) the obligation for payment by the Association to the collection agent for fees or costs associated with a collection action is in any way dependent or contingent on amounts recovered; or (2) the payment agreement between the Association and the collection agent does not require payment by the Association of all fees to a collection agent for the action undertaken by the collection agent. The agreement between the Association and the Association's collection agent may not prohibit an owner from contacting the Association's Board or managing agent regarding the owner's delinquency, and the Association may not sell or otherwise transfer any interest in the Association's accounts receivables for a purpose other than as collateral for a loan."

#### 5.17 HEARING BEFORE BOARD

Section 5.17 is hereby added to the Declaration in its entirety to read as follows:

Section 5.17. Hearing Before Board. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board of Directors of the Association or before the Board of Directors themselves if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice to the Owner must state that the Owner has the right to appeal the committee's decision to the Board of Directors by written notice to the Board. The Association shall hold a hearing under this section not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. These notice and hearing provisions do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which this section and Section 12.16 apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The

temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section. Additionally, an Owner of the Association may use alternative dispute resolution services.

#### 5.18 ATTORNEY'S FEES

Section 5.18 is hereby added to the Declaration in its entirety to read as follows:

"Section 5.18. Attorney's Fees. The Association must provide an owner written notice that attorney's fees and costs will be charged to the owner if the delinquency or violation continues after a certain date in order to collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collection amounts, including damages, due to the Association for enforcing restrictions or the bylaws or the rules of the Association. The Association does not have to provide the aforementioned notice if a counterclaim of the Association in a lawsuit brought against the Association by a property owner is involved. An owner is not liable for attorney's fees incurred by the Association relating to the suspension of an owner's right to use a common area, the filing of a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an Association's lien, the charging of an owner for property damage, or the levying of a fine for a violation of the restrictions or bylaws or rules of the Association, if the attorney's fees are incurred before the conclusion of the hearing that an owner may request if he is entitled to an opportunity to cure the violation, or if the owner does not request a hearing, before the date by which the owner must request a hearing, namely on or before the 30<sup>th</sup> day after the owner receives notice from the Association. The Association shall maintain all attorney's fees, costs, and other amounts collected from an owner in an account at a financial institution in the name of the Association or its managing agent. Only members of the Association's board or its managing agent or employees of its managing agent may be signatories on the account. The Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs upon written request from the owner."

#### 5.19 FORECLOSURE

Section 5.19 is hereby added to the Declaration in its entirety to read as follows:

"Section 5.19. Foreclosure. The Association's Collection and Payment Plan allows the Association to file a statement of lien and foreclose on a property in the event that an Assessment installment becomes delinquent under the plan. The Association may file a statement of lien by recording with the appropriate public records of the jurisdiction in which the Association is located, a written statement with respect to the Privately Owned Site, setting forth the name of the Owner, the legal description of the Privately Owned Site, the name of the Association, and the amount of delinquent Assessments then owing, which statement shall be duly signed and acknowledged by the President or a Vice President of the Association or by the Manager, and which shall be served upon the Owner of the Privately Owned Site by mail to the address of the Privately Owned Site or at such other address as the Association may have in its records for the Owner of the Privately Owned Site. Thirty days following the mailing of such notice, the Association may proceed to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the applicable statutes, subject to the limitations and requirements enumerated in the following subsections. Such lien shall be in favor of the Association and shall be for the benefit of all other Owners. In either a personal or foreclosure action, the Association shall be entitled to recover as a part of the action, the interest, costs, and reasonable attorney's fees with respect to the action. The Association shall have the power to bid for the Site at the foreclosure sale and to purchase, hold, lease, Mortgage and sell the same. During the period in which a site is owned by the Association following foreclosure, no Assessments shall be levied against it and each other Site shall be charged, in addition to its usual Assessments, its prorated share of the Assessments that would have been levied against such Site had it not been acquired by the Association as a result of foreclosure. The remedies herein provided shall not be exclusive and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

5.19.1. Foreclosure Sale Prohibited. The Association may not foreclose an assessment lien if the debt securing the lien consists solely of fines assessed by the Association, attorney's fees incurred by the Association solely associated with fines

assessed by the Association, or amounts added to the owner's account as an assessment pursuant to the "HOA Open Records Production and Copying Policy."

5.19.2. Prerequisites to Foreclosure. The Association may not foreclose an assessment lien on real property by giving notice of sale under Texas Property Code Section 51.002 or commencing a judicial foreclosure action unless the Association has: (1) provided written notice of the total amount of delinquency giving rise to the foreclosure to any other holder of a lien of record on the property whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and (2) provided the recipient of the notice an opportunity to cure the delinquency before the 61<sup>st</sup> day after the date the recipient receives the notice. The required notice must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the deed records relating to the property that is subject to the Association's assessment lien.

5.19.3. Judicial Foreclosure Required. The Association may not foreclose an assessment lien unless the Association first obtains a court order in an application for expedited foreclosure under the rules adopted by the supreme court. However, expedited foreclosure is not required if the owner of the property that is subject to foreclosure agrees in writing at the time the foreclosure is sought to waive expedited foreclosure, but such a waiver may not be required as a condition of the transfer of title to real property.

5.19.4. Removal or Adoption of Foreclosure Authority. Owners holding at least 10 percent of all voting interests in the Association may petition the Association and require a special meeting to be called for the purposes of taking a vote to remove or adopt a provision in a dedicatory instrument granting a right to foreclose a lien on real property for unpaid amounts due to the Association. Such a provision may be removed or adopted by a vote of at least 67 percent of the total votes allocated to the property owners in the Association.

5.19.5. Assessment Lien Filing. A lien, lien affidavit, or other instrument evidencing the nonpayment of assessments or other charges owed to the Association and filed in the official public records of Cameron County is a legal instrument affecting title to real property.

5.19.6. Notice After Foreclosure Sale. The Association, after conducting a foreclosure sale of an owner's lot, must send to the lot owner and to each lienholder of record, not later than the 30<sup>th</sup> day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the lot owner and each lienholder of record of the right of the lot owner and lienholder to redeem the property. The notice must be sent by certified mail, return receipt requested, to: (1) the lot owner's last known mailing address, as reflected in the records of the Association; (2) the address of each holder of a lien on the property subject to foreclosure evidenced by the most recent deed of trust filed of record in the real property records of Cameron County; and (3) the address of each transferee or assignee of a deed of trust under section (2) above who has provided notice to the Association. If the recorded instrument does not include an address for the lienholder, the Association does not have a duty to notify the lienholder. Not later than the 30<sup>th</sup> day after the date the Association sends the notice, the Association must record an affidavit in the real property records of Cameron County stating the date on which the notice was sent and containing a legal description of the lot.

5.19.7. Attorney's Fees. The amount of attorney's fees that the Association may include in a nonjudicial foreclosure sale for an indebtedness covered by the Association's assessment lien is limited to the greater of: (1) one-third of the amount of all actual costs and assessments, excluding attorney's fees, plus interest and court costs, if those amounts are permitted to be included by law; or (2) \$2,500. The Association may also recover or collect attorney's fees in excess of the amounts prescribed above by other means provided by law.

5.19.8. Right of Redemption After Foreclosure. The owner of the property or a lienholder of record may redeem the property from any purchaser at a sale foreclosing the Association's assessment lien not later than the 180<sup>th</sup> day after the date the Association mails written notice of the sale to the owner and the lienholder. A lienholder of record

may not redeem the property before 90 days after the date the Association mails written notice of the sale to the lot owner and the lienholder, and may only redeem if the lot owner has not previously redeemed.

5.19.8.1. If the Association purchases occupied property at a sale foreclosing the Association's assessment lien, the Association must commence and prosecute a forcible entry and detainer action under Texas Property Code Chapter 24 to recover possession of the property.

5.19.8.2. A person who purchases property at a sale foreclosing the Association's assessment lien may not transfer ownership of the property to a person other than a redeeming lot owner during the redemption period.

5.19.8.3. To redeem property purchased by the Association at the foreclosure sale, the lot owner or lienholder must pay to the Association: (1) all amounts due the Association at the time of the foreclosure sale; (2) interest from the date of the foreclosure sale to the date of redemption on all amounts owed the Association at an annual interest rate of 10 percent; (3) costs incurred by the Association in foreclosing the lien and conveying the property to the lot owner, including reasonable attorney's fees; (4) any assessment levied against the property by the Association after the date of the foreclosure sale; (5) any reasonable cost incurred by the Association, including mortgage payments and costs of repair, maintenance, and leasing of the property; and (6) the purchase price paid by the Association at the foreclosure sale less any amounts due the Association that were satisfied out of foreclosure sale proceeds.

5.19.8.4. To redeem property purchased at the foreclosure sale by a person other than the Association, the lot owner or lienholder must pay to the Association: (1) all amounts due the Association at the time of the foreclosure sale less the foreclosure sales price received by the Association from the purchaser; (2) interest from the date of the foreclosure sale through the date of redemption on all amounts owed the Association at an annual interest rate of 10 percent; (3) costs incurred by the Association in foreclosing the lien and conveying the property to the redeeming lot owner, including reasonable attorney's fees; (4) any unpaid assessments levied against the property by the Association after the date of the foreclosure sale; and (5) taxable costs incurred in a forcible entry and detainer action.

5.19.8.5. If a lot owner or lienholder redeems the property, the purchaser of the property at foreclosure shall immediately execute and deliver to the redeeming party a deed transferring the property to the lot owner. If a purchaser fails to comply with this requirement, the lot owner or lienholder may file an action against the purchaser and may recover reasonable attorney's fees from the purchaser if the lot owner or the lienholder is the prevailing party in the action.

5.19.8.6. The purchaser of the property at the foreclosure sale or a person to whom the person who purchased the property at the foreclosure sale transferred the property may presume conclusively that the lot owner or a lienholder did not redeem the property unless the lot owner or a lienholder files in the real property records of Cameron County: (1) a deed from the purchaser of the property at the foreclosure sale; or (2) an affidavit that states that the property has been redeemed, that contains a legal description of the property, and includes the name and mailing address of the person who redeemed the property.

5.19.8.7. If the Association purchases the property at foreclosure, all rent and other income collected by the Association from the date of the foreclosure sale to the date of redemption shall be credited toward the amount owed the Association under Section 5.19.8.3, and if there are excess proceeds, they shall be refunded to the lot owner.

5.19.8.8. The Association shall provide a purchaser at the foreclosure sale with an affidavit from the Association or its authorized agent stating that all amounts owed the Association under 5.19.8.4 have been paid. The affidavit shall be provided not later than the 10<sup>th</sup> day after the date the Association receives all amounts owed to it under 5.19.8.4.

5.19.8.9. Property that is redeemed remains subject to all liens and encumbrances on the property before foreclosure.

5.19.8.10. If a lot owner makes partial payment of amounts due the Association at any time before the redemption period expires but fails to pay all amounts necessary to redeem the property before the redemption period expires, the Association shall refund any partial payments to the lot owner by mailing payment to the owner's last known address as shown in the Association's records not later than the 30<sup>th</sup> day after the expiration date of the redemption period.

5.19.8.11. If a lot owner or lienholder sends by certified mail, return receipt requested, a written request to redeem the property on or before the last day of the redemption period, the lot owner's or lienholder's right of redemption is extended until the 10<sup>th</sup> day after the date the Association and any third party foreclosure purchaser provides written notice to the redeeming party of the amounts that must be paid to redeem the property.

5.19.8.12. After the redemption period and any extended redemption period provided by Section 5.19.8.11 expires without a redemption of the property, the Association or third party foreclosure purchaser shall record an affidavit in the real property records of Cameron County stating that the lot owner or a lienholder did not redeem the property during the redemption period or any extended redemption period."

#### 7.10 ENERGY CONSERVATION

Section 7.10 is hereby replaced in its entirety to read as follows:

Section 7.10. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearances of such devices will be scrutinized and controlled to assure consistency with neighborhood aesthetics. Requests for approval of installation of any type of solar energy or other energy conservation devices (or equipment) shall be submitted to the ARC and shall be approved unless (1) a court has ruled that such a device threatens the public health or safety, or violates a law; (2) the device is located on property owned or maintained by the association; (3) the device is located on property owned in common by the members of the Association; (4) the device is located in an area on the property owner's property other than the roof or in a fenced yard or patio owned and maintained by the property owner; (5) the device is mounted on the roof of the house and extends higher than or beyond the roofline; (6) the device is mounted on the roof and is located in an area other than an area designated by the association, unless the alternate location increases the estimated annual energy production of the device by more than 10 percent above the energy production of the device if located in an area designated by the association; (7) the device is mounted on the roof and does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; (8) the device is mounted on the roof and has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone; (9) the device is located in fenced yard or patio and is taller than the fence line; (10) as installed, it voids material warranties; and (11) the device was installed without prior approval by the Association. The Association may not withhold approval for the installation of a solar device that meets the above requirements unless the association determines in writing placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Written approval of the installation by all property owners of adjoining property is prima facie evidence that such a condition does not exist.

#### 12.4 AMENDMENT

Section 12.4 is hereby replaced in its entirety to read as follows:

"Section 12.4. Amendment. This Declaration may only be amended by an instrument signed by an officer of the Association certifying that Owners representing not less than sixty-seven percent (67%) of the votes of all Members have approved the amendment. Any such amendment must be recorded in the official records of Cameron County, Texas."

#### 12.14 DELIVERY OF SUBDIVISION INFORMATION

Section 12.14 is hereby added to the Declaration in its entirety to read as follows:

"Section 12.14. Delivery of Subdivision Information. Within 10 days after receiving a written request for subdivision information from an owner or the owner's agent, a purchaser of property in a subdivision or the purchaser's agent, or a title insurance company or its agent acting on behalf of the owner or purchaser, the Association shall deliver to the requesting person: (1) a current copy of the restrictions applying to the subdivision; (2) a current copy of the bylaws and rules of the association; (3) a resale certificate prepared not earlier than the 60<sup>th</sup> day before the date the certificate is delivered. The Association may deliver the information by mail, hand delivery, or alternative delivery means specified in the written request. Within 7 days after receiving a written request for an update of a resale certificate that was previously delivered, the association shall deliver an updated resale certificate that contains the following information: 1) if a right of first refusal or other restraint on sale is contained in the restrictions, a statement of whether the property owners' association waives the restraint on sale; (2) the status of any unpaid special assessments, dues, or other payments attributable to the owner's property; and (3) any changes to the information provided in the resale certificate previously issued.

#### 12.15 RESALE CERTIFICATE

Section 12.15 is hereby added to the Declaration in its entirety to read as follows:

"Section 12.15. Resale Certificate. A resale certificate under Section 12.14 must contain: (1) a statement of any right of first refusal, other than a right of first refusal that is prohibited by statute, and any other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property; (2) the frequency and amount of any regular assessments; (3) the amount and purpose of any special assessment that has been approved before and is due after the resale certificate is delivered; (4) the total of all amounts due and unpaid to the property owners' association that are attributable to the owner's property; (5) capital expenditures, if any, approved by the property owners' association for the property owners' association's current fiscal year; (6) the amount of reserves, if any, for capital expenditures; (7) the property owners' association's current operating budget and balance sheet; (8) the total of any unsatisfied judgments against the property owners' association; (9) the style and cause number of any pending lawsuit in which the property owners' association is a party, other than a lawsuit relating to unpaid ad valorem taxes of an individual member of the association; (10) a copy of a certificate of insurance showing the property owners' association's property and liability insurance relating to the common areas and common facilities; (11) a description of any conditions on the owner's property that the property owners' association board has actual knowledge are in violation of the restrictions applying to the subdivision or the bylaws or rules of the property owners' association; (12) a summary or copy of notices received by the property owners' association from any governmental authority regarding health or housing code violations existing on the preparation date of the certificate relating to the owner's property or any common areas or common facilities owned or leased by the property owners' association; (13) the amount of any administrative transfer fee charged by the property owners' association for a change of ownership of property in the subdivision; (14) the name, mailing address, and telephone number of the property owners' association's managing agent, if any; (15) a statement indicating whether the restrictions allow foreclosure of a property owners' association's lien on the owner's property for failure to pay assessments; and (16) a statement of all fees associated with the transfer of ownership, including a description of each fee, to whom each fee is paid, and the amount of each fee.

#### 12.16 NOTICE REQUIRED BEFORE ENFORCEMENT ACTION

Section 12.16 is hereby added to the Declaration in its entirety to read as follows:

Section 12.16. Notice Required Before Enforcement Action. Before the Association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for a violation of the restrictions or bylaws or rules of the association, the association or its agent must give written notice to the owner by certified mail.

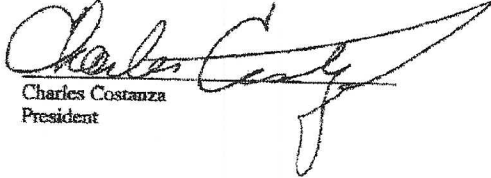
return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount the owner owes to the association, and inform the owner that the owner: (1) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (2) may request a hearing before the board on or before the 30<sup>th</sup> day after the date the owner receives the notice; and (3) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act, if the owner is serving on active military duty.

In all other respects the Declaration and each of the subsequent aforementioned amendments and/or restated Declarations thereto remain as stated therein.

**CERTIFICATION OF PRESIDENT**

I hereby certify that, as President of the Villas of South Padre Owners Association, Inc., the foregoing Modification to the Villas of South Padre Declaration of Covenants, Conditions, Restrictions and Easements was approved on the 3<sup>rd</sup> of November 2012, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 3<sup>rd</sup> day of November, 2012.

  
Charles Costanza  
President

THE STATE OF TEXAS §  
§  
COUNTY OF CAMERON §

BEFORE ME, on this day personally appeared Charles Costanza, the President of the Villas of South Padre Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 3<sup>rd</sup> day of November, 2012.

  
Notary Public for the State of Texas

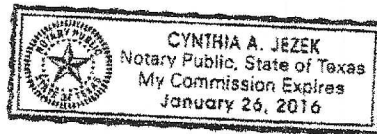


EXHIBIT A

DESCRIPTION OF SUBDIVISION

Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 18, 25, 26, 32, 39, 40, 33A, 33B, 34A, 34B, 35A, 35B, 42A, 42B, 43A, 43B, 44A, 44B, 45A, and 45B, Block Number Three (3), THE VILLAS OF SOUTH PADRE, a Subdivision in the Town of South Padre Island, Cameron County, Texas, according to the map or plat thereof recorded in Cabinet I, Page 1594-B and Amended in Cabinet I, Page 1697-A, Map Records of Cameron County, Texas; and

Lot Numbers 11, 13, 14, 15, 17, 19, 20, 21, 23, 24, 27A, 27B, 28A, 28B, 30A, 30B, 31, 41, 42, 43, and 44, Block Number Three (3), THE VILLAS OF SOUTH PADRE, a Subdivision in the Town of South Padre Island, Cameron County, Texas, according to the Map or plat thereof recorded in Cabinet I, Pages 1886A & B, Map Records of Cameron County, Texas.