

NINTH
AMENDED
DECLARATION
OF COVENANTS,
CONDITIONS AND
RESTRICTIONS FOR
SIESTA VILLAGE
UNITS NO. 1-4
SUBDIVISIONS

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NINTH AMENDED
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR SIESTA VILLAGE UNITS NO. 1-4 SUBDIVISIONS

STATE OF TEXAS
COUNTY OF HIDALGO
Witnesseth

Preamble

WHEREAS, this Ninth Amended Declaration of Covenants, Conditions and Restrictions has been adopted by the undersigned OWNERS who constitute not less than fifty-one percent (51%) of the OWNERS in the subdivisions and applies to the following described real property and DECLARANT has assumed all rights and privileges of declaring as set forth in the Declaration of Covenants, Conditions and Restrictions of Siesta Village Subdivision as recorded in Volume 1521, Page 93, deed records of Hidalgo County, Texas and all amendments thereto:

Siesta Village Unit No. 1, according to a map or plat thereof now on record in Volume 19, Page 162, Official Records of Hidalgo County, Texas;
Siesta Village Unit No. 2, according to a map or plat thereof now on record in Volume 21, Page 2, Official Records of Hidalgo County, Texas;
Siesta Village Unit No. 3, according to a map or plat thereof now on record in Volume 21, Page 59, Official Records of Hidalgo County, Texas; and
Siesta Village Unit No. 4, according to a map or plat thereof now on record in Volume 23, Page 178-A, Official Records of Hidalgo County, Texas.

WHEREAS, this Declaration is intended to restrict the uses of the above described real property so that is shall be used exclusively to promote the programs, recreation, health, safety and welfare of occupants aged 55 years and older.

THEREFORE, all of the property described above, except for commercial lots one to seven (1-7), Block 2, Unit 1 and lots one to seven (1-7), Block 1, Unit 1, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described PROPERTIES or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each OWNER thereof.

Article I
Definitions

1.01 "Owner" shall mean and refer to the record OWNER, whether one or more persons or entities holding fee simple title to any LOT which is part of the PROPERTIES including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

1.02 "PROPERTIES" shall mean and refer to all that certain real PROPERTY hereinbefore described, and shall likewise apply to subsequent Units added to Siesta Village Subdivisions.

1.03 “COMMON AREA” shall mean all real PROPERTY and improvements in Block five (5), Unit 1, which title remains with the DECLARANT and all other PROPERTIES including roadways being the PROPERTY available for common use and enjoyment of the OWNERS.

1.04 “LOT” shall mean and refer to any numbered LOT or plat of land shown in the subdivision map or plat of the PROPERTIES excluding therefrom the COMMON AREA.

1.05 “MOBILE HOME” shall mean a movable dwelling unit designed and constructed for permanent occupancy by a single family which contains permanent eating, cooking, sleeping, and sanitary facilities, which is designed to be moved by axles and wheels forming a part of such unit (which axles and wheels, may however, be removed while the unit is at rest) and which units are manufactured with complete plumbing and electrical systems ready for hookup. MOBILE HOME shall not be deemed to include a travel trailer or a similar unit designed for temporary occupancy or a self-propelled living unit such as a recreational vehicle or camper.

1.06 “DECLARANT” shall mean and refer to Siesta Retirement Village, Inc., a Texas corporation, with the offices in Weslaco, Hidalgo County, Texas, its successors and assigns.

Article II

Property Rights

2.01 OWNER’S Easements of Enjoyment. Every OWNER shall have an equal right and easement of enjoyment in and to the COMMON AREA, which shall be appurtenant to and shall pass with the title to every LOT, subject to the following provisions.

(a.) The right of the DECLARANT to suspend the right to use of the recreational facilities by an OWNER for any period during which any assessment against his LOT remains unpaid and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

(b.) Any guest using the common recreational facilities must be accompanied by an OWNER, and all guests are subject to the rules and regulations governing the COMMON AREA. Any minor children guests using the common recreational facilities must be accompanied by an adult OWNER or adult guest.

2.02 Delegation of Use. Any OWNER may delegate his right of enjoyment to the COMMON AREA to the members of his family, his tenants, or contract purchasers who reside on the PROPERTY as well as to members of his immediate family.

2.03 Control of COMMON AREA. DECLARANT reserves the right to make and enforce reasonable rules and regulations concerning use of the recreation portions of the COMMON AREA and further reserves the right to ownership and operation of any commercial uses in the COMMON AREA such as a coin-operated laundry, vending machines and any other business use including a retail store.

2.04 Every OWNER, by acceptance of a deed to a LOT or LOTS in said subdivision, agrees to comply with all of the rules and regulations controlling the COMMON AREA.

(a) Adult guest may use PROPERTY pursuant to DECLARANT’S policies.

Article III Maintenance Assessment

3.01 Creation of a Lien for Payment of Regular Annual Assessments. Each OWNER of any SHARE is deemed to covenant and agree to pay to the DECLARANT annual assessments in January of each year. The DECLARANT may approve an alternative payment schedule in limited justifiable cases. Such assessments shall be a charge on the PROPERTY and shall be a continuing lien upon the PROPERTY against which each such assessment is made. Each such assessment and reasonable attorney’s fees (not to exceed \$500.00) shall also be the personal obligation of the person who was the OWNER of such PROPERTY at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

3.02 Purpose of Assessment. The assessments levied by virtue of this Article shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the PROPERTIES, to improve and maintain the perimeter fence, the COMMON AREA and maintain, and provide lighting for all streets, curbs, sidewalks, boulevards, and similar facilities serving the PROPERTIES. Since this subdivision is outside the limits of any incorporated town, it is necessary to provide the above services in order to have adequate maintenance.

3.03 As of the date of the filing of this change with the County, the Annual Assessment shall be as shown below:

SHAREHOLDER: Is responsible for the amount associated with their lot size.

	Lot Size				
YEAR	1.00	1.25	1.50	1.75	2.00
2020	\$400	\$500	\$600	\$700	\$800
2021	\$425	\$531	\$638	\$744	\$850
2022	\$450	\$563	\$675	\$788	\$900
2023	\$475	\$594	\$713	\$831	\$950
2024	\$500	\$625	\$750	\$875	\$1,000

NON-SHAREHOLDER: Is responsible for the amount associated with their lot size.

	Lot Size				
YEAR	1.00	1.25	1.50	1.75	2.00
2020	\$600	\$750	\$900	\$1,050	\$1,200
2021	\$625	\$781	\$938	\$1,094	\$1,250
2022	\$650	\$813	\$975	\$1,138	\$1,300
2023	\$675	\$844	\$1,013	\$1,181	\$1,350
2024	\$700	\$875	\$1,050	\$1,225	\$1,400

Beginning in 2026 the annual assessment will increase with the previous year’s cost of living increase.

3.04 Effect of Non-Payment of Assessments. Assessments, which are for the current year, not paid

within thirty (30) days after the due date (January 1st) shall bear interest from the due date at the rate of six percent (6%) per annum. The DECLARANT may bring an action at law against the OWNER personally obligated to pay the same Assessment or foreclose the lien against the PROPERTY. Each such OWNER by his acceptance of a deed to a LOT, hereby expressly vests in the DECLARANT, or its agents, the right and power to bring all actions against such OWNER personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such lien, including judicial foreclosure by an action brought in the name of the DECLARANT in a like manner as a mortgage or deed of trust, lien on any real PROPERTY and such OWNER hereby expressly grants the DECLARANT a power of sale in connection with said lien. The lien provided for in this Article shall be in favor the DECLARANT. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the COMMON AREA or abandonment of his LOT.

3.05 Subordination of the Lien to Mortgage. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any LOT or MOBILE HOME shall not affect the assessment lien. However, the sale or transfer of any LOT or MOBILE HOME pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such LOT or MOBILE HOME from liability for any assessments thereafter becoming due or from the lien thereof.

3.06 Exempt Property. All PROPERTIES dedicated to, and accepted by, a local public authority and all PROPERTIES owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Article IV Architectural Committee

4.01 Committee. The DECLARANT must appoint an architectural committee composed of five (5) members. The term of office is two (2) years from the date of such appointment. Members may be reappointed for an additional two (2) years appointment, but would be ineligible for a third consecutive appointment. At least two (2) members shall be full-time residents. The DECLARANT must appoint members so as to have staggered terms. Any Committee so appointed shall act upon all matters to be submitted pursuant to Article V herein. There shall be no less than two (2) committee members present to inspect changes. The responsibilities of the Architectural Committee are as follows:

- (a.) Review submitted changes (refer to Article 5.03) and approve (in writing) those changes that conform to Article 5.03 standards within 10 days.
- (b.) Upon completion of “approved” structural changes, inspect changes to insure they conform to the submitted change request.
- (c.) The Architectural Committee will bring all change requests not conforming to Article V of the Covenants to the DECLARANT for approval.
- (d.) Inspect incoming MOBILE HOMES to insure they meet standards outlined in Article 5.03.

(e.) Accomplish other duties as set forth by the DECLARANT.

Article V Use Restrictions

The LOTS and the COMMON AREA shall be occupied and used as follows:

5.01 Residential Use. No OWNER shall occupy or use his LOT or MOBILE HOME and such outbuildings as are customarily appurtenant to MOBILE HOMES, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the OWNER, his or her family, guests and tenants.

5.02 Use Restriction. All PROPERTIES and units subject to this DECLARATION shall be subject to the following use restrictions.

(a.) No person 17 years of age or younger may permanently reside in any unit.

(b.) At least one person 55 years of age or older shall occupy each unit.

This section shall also apply to the Lessee of any unit or PROPERTY. This section is intended to comply with and shall be construed under 42 U.S.C.A. 3601 et seq. and 24 C.F.R. 100.300 et seq. as now enacted and hereafter amended, and any other applicable State and Federal statutes, rules and regulations.

This Section 5.02 is based on intent to provide housing for persons fifty-five (55) years of age and older.

5.03 Minimum Size, Age, etc. Single wide MOBILE HOMES with a minimum of 840 square feet or double wide MOBILE HOMES with a minimum of 1,120 square feet (excluding open porches, breezeways, carports and garages) shall be permitted to be erected, placed, or maintained on properties. MOBILE HOMES that have been manufactured between 3 and 6 calendar years prior to being erected or placed must have written approval from the Architectural Committee and the Siesta Retirement Village Board of Directors prior to the moving of the MOBILE HOME. MOBILE HOMES over 6 calendar years old are not permitted.

All MOBILE HOMES must be completely enclosed, from ground level to the lower portion of the outside wall, within forty-five (45) days after utilities are connected to the MOBILE HOMES. The bottom edge of the MOBILE HOME must be no higher than forty-two inches (42") above the ground at the highest point.

No structures of any kind, including MOBILE HOMES, may be commenced, erected or maintained upon the PROPERTIES, nor shall any exterior addition to, or change, or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. No more than one (1) MOBILE HOME shall be placed on any one (1) LOT.

5.04 Temporary Structures. No structures of a temporary character, basement, tent, shack, barn,

servant's quarters or other outbuildings shall be used on any LOT at any time as a residence, either temporarily or permanently.

5.05 Storage. Regulations permit storage of vehicles or other items inside of an enclosed structure, e.g. home, garage. No unlicensed or inoperative vehicles, boat, truck or trailer of any type, may be stored on any LOT. RV's to include motor homes, 5th wheels, travel or tent trailers, may be parked on OWNER'S driveway for periods of up to two (2) weeks, twice per year. The DECLARANT may grant permission for longer periods if warranted.

5.06 Placement. No MOBILE HOME or structure shall be located nearer than ten (10) feet to the front LOT line. No MOBILE HOME or structure shall be located nearer than five (5) feet to an interior LOT line. No MOBILE HOME or structure shall be located nearer than ten (10) feet to the rear LOT line. In the case of corner LOTS, no MOBILE HOME or structure shall be located nearer than fifteen (15) feet to the side street, except garages or other permitted accessory buildings located fifty (50) feet back from the front LOT line on the side street of the corner LOTS. In this case, permanent buildings such as garages can be built to within five (5) feet of the side street PROPERTY line and canopies can be built to the PROPERTY line, providing posts are set back three (3) feet from PROPERTY line.

5.07 Off Street Parking. Each OWNER shall provide driveway and parking facilities for off street parking for such OWNER'S vehicles. Provided, however, that this restriction shall not prohibit guests of OWNERS from parking along the street for reasonable periods of time.

(a.) Street parking of RV's to include motor homes, 5th wheelers, travel, or tent trailers is limited to 72 hours no more than four (4) times per month. During the time RVs are on the street, reflective devices shall be placed in front and back of the RV

5.08 Nuisances. No Noxious or offensive activity shall be carried on upon any LOT, or the COMMON AREA, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other OWNERS.

(a) No repair work, dismantling or assembling of motor vehicles, boats, trailer, or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the COMMON AREA.

(b) No drying laundry is allowed on the MOBILE HOME sites except on a line at the rear of the MOBILE HOME that is not to exceed the width of the MOBILE HOME.

5.09 Signs. No signs of any kind more than five (5) square feet in area shall be displayed to public view on any LOT or structure.

5.10 Oil and Mining Operations. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of kind shall be permitted upon or in any LOT, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any LOT.

5.11 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any LOT, except that dogs or cats, not to exceed a total of two (2) pets, may be kept provided that they shall not become a nuisance and are not kept, bred or maintained for any commercial purposes.

- (a.) Pet owners must take full responsibility for their pets and keep them under control at all times.
- (b.) All pets must be on a leash at all times except when they are in a MOBILE HOME; provided, however, that pets may be confined in an existing fenced enclosure, if such enclosure is in existence at the time of filing of recordation of the Fourth Amended Declaration of Covenants Conditions and Restrictions on Siesta Retirement Village Subdivision.
- (c.) No pets are to be tied up outside and left unattended.
- (d.) No pets are allowed in the COMMON AREAS or buildings with the exception of a SERVICE ANIMAL as defined by the American Disabilities Act.
- (e.) Pet owners shall keep their pets on their own PROPERTY for the purposes of relieving themselves. When leaving home, leashed pets must be exercised only on Siesta Village streets. Pet trespassing and polluting of other Village PROPERTIES is not allowed, except where there is explicit permission from that PROPERTY OWNER to do so. Pooper scooping is mandatory in all areas of the Village.

5.12 Garbage and Refuse Disposal. No LOT shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

5.13 OWNER'S Maintenance of Equipment and Utility Lines. The OWNER shall maintain and keep in repair the following equipment and utility lines located outside the MOBILE HOME situated on OWNER'S LOT;

- (a.) All sanitary sewer line connections from the MOBILE HOME to the sanitary sewer collection system, all electrical power service lines and conductors from the exterior of the MOBILE HOME to the point of connecting to the electric utilities junction box or transformer, or underground electrical facility;
- (b.) Water lines to the point of connection at the outlet of the meter;
- (c.) Electric current breakers;
- (d.) Power lines, any portion of electrical, cable, or telephone service lines located on the LOT but not maintained by the electric company or telephone company.

5.14 Propane or Butane Facilities. No propane, butane or natural gas connections or facilities will be allowed, with the exception of portable food preparation grills.

5.15 OWNER'S Maintenance of Yard. The OWNER or his/her delegate shall keep and maintain the OWNER'S yard in good condition and will keep the grass cut and not allow an excess of weeds or undergrowth to grow on the LOT. In the event the OWNER should fail to keep this condition and covenant, the DECLARANT is hereby authorized to have the grass cut and the excess of weeds or undergrowth on the LOT sprayed or pulled on the OWNER'S yard and the OWNER agrees to reimburse the DECLARANT for the cost thereof.

5.16 OWNER'S Maintenance of MOBILE HOME and Accessory Buildings. The OWNER shall maintain and keep in good repair and condition the MOBILE HOME and any and all accessory building, or structures appurtenant thereto, and further agrees to promptly repair any damage to the MOBILE HOME, or such structures, caused by storms, hail, fires or other acts of God, or which may be caused from general wear and tear.

5.17 Infringements. An OWNER shall do not act or any work that will impair the structural soundness or integrity of another MOBILE HOME or impair any easement or hereditament nor do any act nor allow any condition to exist, which will adversely affect the other MOBILE HOMES or their owners.

5.18 Enclosures. No enclosure of any type may be erected or installed, above or below ground or to any driveway, sidewalk, open breezeway, garage door opening, MOBILE HOME, etc. for the purpose of confining pets to a given area, except as provided for in Article 5.11 (b).

5.19 Garage or Yard sales. Garage or yard sales are not permitted at any time in the Village, with the exception of the Siesta Retirement Village Corporation's Treasure Hut.

Article VI Easements

6.01 Construction. Each LOT in the COMMON AREA shall be subject to an easement for encroachments created by construction, settling and overhangs of utility lines, streets, COMMON AREA improvements and the like, as designed or constructed by the DECLARANT. A valid easement for said encroachments and for the maintenance of the same, so long as it stands, shall and does exist.

6.02 Utility, Emergency and DECLARANT. There is hereby created a blanket easement upon, across, over and under all the PROPERTIES for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to, water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said PROPERTY and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the PROPERTIES. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick up vehicles and all similar persons to enter upon the COMMON AREA in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the PROPERTIES except as initially programmed and approved by the DECLARANT or thereafter approved by the DECLARANT.

Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, DECLARANT shall have the right to grant such easement without conflicting with the terms hereof. The Easement provided for this Article shall in no way affect any other recorded easement on said premises.

Article VII Special Assessments

7.01 A majority of 75% of all OWNERS may authorize the DECLARANT to make a special assessment against all LOTS within the subdivision for special projects related to the COMMON

AREA such as Block 5 COMMON AREA and roadways. These special projects may include significant improvements to the swimming area, the kitchen, the hall, the library, special purpose room, the perimeter fence, or other special projects.

7.02 This assessment would be exclusively for a well-defined project which would protect the value and desirability of PROPERTIES as well as to promote the recreation, health, safety and welfare of the residents or to preserve the financial integrity of the DECLARANT.

Article VIII

Dispute Provisions

8.01 Alternative Dispute Resolution Committee:

(a.) A five (5) member Alternative Resolution Committee, at least two of the five members shall be full-time residents, hereinafter referred to as the Dispute Committee, shall be selected by the Siesta Village Social Board in accordance with current arbitration procedures to handle all requests for a hearing by an OWNER concerning violations of the Covenants or any rule(s) set out by the Board of Directors.

(b.) The Dispute Committee shall schedule a hearing within thirty (30) calendar days of receiving a proper request for a hearing.

(c.) At least three (3) members of the Dispute Committee shall determine the validity of alleged violations and, after a full investigation of same, shall render a decision based upon all the information given to them. In any event, the Dispute Committee shall endeavor to make a determination in regard to said violation within fourteen (14) calendar days, but such determination period shall not exceed thirty (30) calendar days. The determination of the Dispute Committee may be appealed to the SRV Board of Directors. The Dispute Committee shall comply with Section 209.007 of the Texas Property Code.

8.02 Attorney's Fees, Court Costs, and Expenses. Unless otherwise required by law, In the event DECLARANT or LOT OWNER breaches any of the terms of this Declaration whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the unsuccessful party shall pay the prevailing party's reasonable attorney's fees, court costs (including the cost of any bond) and necessary expenses incurred by reason of litigation or cure of any default.

Article IX

General Provisions

9.01 Enforcement. The DECLARANT, or any OWNER shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the DECLARANT or by any OWNER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All violations of covenants must be submitted to the DECLARANT in written form. The DECLARANT shall impose the following assessments as covenant enforcement:

(a.) First Violation: Upon written notice of a covenant violation, the OWNER shall receive an official visit from (2) two Board of Directors informing the OWNER of the covenant violation and stating the necessary steps to regain compliance in a defined time period.

- (b.) Second Violation: Upon written notice of a covenant violation, the OWNER shall receive a written letter from the Board of Directors informing the OWNER of the covenant violation and stating the necessary steps to regain compliance in a defined time period.
- (c.) Third and Successive Violations: Upon written notice of a covenant violation, the OWNER shall receive a written letter from the Board of Directors informing the OWNER of the covenant violation, necessary steps to regain compliance in a defined time period, and notice of a reasonable assessment which will be added to the OWNER's annual assessment account if there is nonpayment. The Board of Directors has the right to remedy the covenant violation at the OWNER's expense.

9.02 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9.03 Amendment. The covenants and restrictions of the Declarations shall run with and bind the land for a term of fifty (50) years from the date the Fourth Amended Declaration was recorded on March 21, 1996. This Declaration and succeeding Declarations may be amended by an instrument signed by not less than fifty-one (51%) percent of the OWNERS. Any amendment by an instrument recorded in the deed records of Hidalgo County, Texas, before such amendment shall have any force and effect. It is contemplated that additional Units will be added to the Siesta Retirement Village subdivision and DECLARANT hereby states that upon the recording of additional Units in the Map Records of Hidalgo County, Texas, the foregoing Declaration of Covenants, Conditions and Restrictions shall apply to the new Units in the same manner and on the same terms as this Declaration.

9.04 Inclusion. Whenever required by the context, as used in this instrument, the masculine pronoun shall include the feminine, and vice versa; and the singular pronoun shall include the plural, and vice versa.

9.05 Firearms. No firearm shall be carried or discharged within the Siesta Retirement Village Subdivision. Exceptions to this requirement may be authorized by the DECLARANT in cases where person(s) are employed, or otherwise authorized, to provide security services for SRV. It is also understood that Governmental authorized law enforcement personnel are exempted from the regulations, as are SRV residents who moving, or are transporting, a cased, unloaded, firearm to, or from, their place of residence within SRV.

9.06 Status. This amended DECLARATION supersedes all previous Declarations.