

AMENDED DECLARATION OF COVENANTS, STIPULATIONS AND RESTRICTIONS
HIDDEN VALLEY RANCH SUBDIVISION
(also known as HIDDEN VALLEY RANCH RV AND MOBILE HOME PARK, All Phases)

STATE OF TEXAS, COUNTY OF HIDALGO, ss.

This Amended Declaration of Covenants, Stipulations and Restrictions of Hidden Valley Ranch Subdivision (also known as Hidden Valley Ranch RV and Mobile Home Park, all Phases) is made this 17th day of February, 2006.

WHEREAS, Hidden Valley Ranch Subdivision, also known as Hidden Valley Ranch RV and Mobile Home Park, all Phases, is a subdivision located in Hidalgo County, Texas; and

WHEREAS, an instrument entitled Declaration of Covenants, Stipulations and Restrictions of Hidden Valley Ranch Subdivision (also known as Hidden Valley Ranch RV and Mobile Home Park, all Phases) was executed by Jack Martin on March 1, 1997, and filed for record May 27, 1997, designated as Document No. 599903 in the offices of the Hidalgo County Court Clerk, establishing certain covenants, stipulations and restrictions governing the property described as Lots 1 through 521 in Hidalgo County, Texas; and

WHEREAS, the above document was amended by an instruction executed solely by Jack Martin on December 1, 1999, and filed for record January 3, 2000, in the offices of Hidalgo County Court Clerk designated as Document No. 834529; and

WHEREAS, the above document was amended by an instrument executed solely by Jack Martin as President of Martin Valley Ranches, Inc., dated November 25, 2002, and filed for record on November 27, 2002, in the offices of the Hidalgo County Court Clerk designated as Document No. 1144122; and

WHEREAS, the above document was amended by an instrument executed by Jack Martin, President of Martin Valley Ranches, Inc., Rick Martin, a member of the Architectural Committee, and the following members of the Board of Directors of Hidden Valley Ranch Property Owners' Association, Inc. (H.V.R.P.O.A.): Gerald Childress, Jan Coon, Sybil Beller, Bill Stahl, Glenn Addy and Judy Gustafson, dated December 4, 2003, and filed for record on December 8, 2003, in the offices of the Hidalgo County Court Clerk designated as Document No. 1273894; and

WHEREAS, the Developer and Architectural Committee of Martin Valley Ranches, Inc., relinquished all control and authority over the above referred to Covenants, Stipulations and Restrictions and has assigned their control and authority exclusively to the Hidden Valley Ranch Property Owners' Association, Inc.

NOW, THEREFORE, the undersigned members of the Board of Directors of Hidden Valley Ranch Property Owners' Association, Inc. (hereinafter referred to as H.V.R.P.O.A) hereby declare their intent to amend and restate the covenants, stipulations and restrictions for the purpose of protecting the value and desirability of the real property herein described and that they be binding on all parties having any right, title or interest in the above described real property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This restatement shall replace all prior declarations and amendments and shall operate as covenants, stipulations and restrictions running with the land for the benefit of each of the parties having any right, title or interest, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

SECTION I
ARCHITECTURAL COMMITTEE

Par. 1. An Architectural Committee, consisting of at least three (3) but not more than five (5) members, shall be selected by the Board of Directors of H.V.R.P.O.A. to approve all plot plans prior to construction and/or before alteration on all lot improvements, including, but not limited to, concrete drives, awnings, structures and fences.

Par. 2. At least fifty percent (50%) of the members of the Architectural Committee must approve or disapprove all plans.

Par. 3. The Architectural Committee shall endeavor to approve or disprove all plans submitted to it within seven (7) days. In any event such decision period shall not exceed thirty (30) days.

SECTION II
ALTERNATIVE DISPUTE RESOLUTION COMMITTEE

Par. 1. A five (5) member Alternative Dispute Resolution Committee, hereinafter referred to as the Dispute Committee, shall be selected by the Board of Directors of H.V.R.P.O.A. as required by Section 209.007 of the Texas Property Code to handle all requests for a hearing by any lot owner concerning a violation of these covenants or any rules set out by the Board of Directors.

Par. 2. The Dispute Committee shall schedule a hearing within thirty (30) days of receiving a property owner's request for a hearing.

Par. 3. At least fifty percent (50%) of the members of the Dispute Committee shall determine the validity of all alleged violations and after a full investigation of same shall render a decision based on all the information available to them. In any event the Dispute Committee shall endeavor to make a determination in regard to said alleged violation within fourteen (14) days, but such determination period shall not exceed thirty (30) days. The determination of the Dispute Committee may be appealed to the H.V.R.P.O.A. Board of Directors. The Dispute Committee shall in all respects comply with Section 209.007 of the Texas Property Code.

SECTION III
RECREATION FACILITIES

Par. 1. A recreation center comprised of a recreation hall, swimming pool, hot tub, shuffleboard courts, horseshoe pitching area, parking lot and the land designated for the construction shall be maintained by the Hidden Valley Ranch Property Owners' Association, Inc., a Texas non-profit corporation.

Par. 2. The Board of Directors of H.V.R.P.O.A. shall control the scheduling and use of all recreational facilities for meetings, activities, parties and other social gatherings.

SECTION IV
ASSESSMENTS

Par. 1. An annual lot assessment will commence when deed or contract for deed has been filed from the original developer, Martin Valley Ranches, Inc., and the water meter has been installed.

Par. 2. Said annual assessment shall be determined and collected by the Board of Directors of H.V.R.P.O.A. and is due and payable on or before January 2nd of each year. Any lot owner who has not paid the assessment by January 2 of the year in which it is due shall be considered delinquent. All sums not paid on or before January 15th of the year in which it is due and payable shall accrue interest at the rate of eighteen percent (18%) per annum from the due date until paid in full. The Board of

Directors of H.V.R.P.O.A. shall have the right to place a lien upon the lot to secure payment by the owner of all assessments plus attorney fees and all other fees incurred to enforce the lien.

Par. 3. Lot owners shall have an equal proportionate share in the funds held by H.V.R.P.O.A. and said share of funds shall be included in the sale of any lot covered by these covenants.

SECTION V **RESTRICTED LOT STATUS**

Par. 1. Any lot owner who has adjacent lots may apply to the Architectural Committee to have one lot designated as a "restricted use" lot. The annual assessment levied by the association shall not apply to any lot so designated to qualify for restricted use status, the owner must own two or more lots, the lots must be contiguous and one of them must be the owner's principal residence. Any owner may not have more than one (1) restricted lot.

Par. 2. Any lot with restricted use status can be used for living quarters by the owner provided the quarters are attached to the owner's unit, but cannot be rented for occupancy. The owner is responsible for the lot maintenance. Restricted use lots may have with the approval of the Architectural Committee the following improvements: Trees, shrubs, grass, flowers, carport, concrete pad, shed or other items so approved. The Architectural Committee must be notified in writing when restricted used lots are removed from the restricted status and any construction and/or alteration thereafter must comply as stipulation herein.

SECTION VI **LOT RESTRICTION**

The following restrictions shall apply to all lots within Hidden Valley Ranch Subdivision, all Phases. The subdivision shall be restricted to brick homes, mobile homes, park models, travel trailers, motorhomes and fifth wheel trailers and approved additions.

Par. 1. No lot shall be used for any purpose other than residential purposes and shall be occupied by adults only for single family use in accordance with the Bylaws of Hidden Valley Ranch Property Owners' Association. Visits by minor children shall be limited to thirty (30) days per year and said minor children shall be supervised at all times by a property owner or resident.

Par. 2. UTILITY EASEMENTS: Utility easements shall be kept clean and unobstructed and be accessible at all times for utility trucks and equipment when necessary. No trees or shrubs shall be planted in utility easements and no concrete shall be poured in the utility easement, except for a six inch (6") curb on the border of the lot which shall be permitted. No fencing shall be constructed less than ten feet (10') from any adjacent street.

Par. 3. STRUCTURES AND LOT IMPROVEMENTS:

- a. Every building, structure, dwelling or other improvement which is construed or placed on any lot in said subdivision shall comply with all applicable laws, ordinances, building codes, rules and regulations and must be approved by the Architectural Committee prior to construction and/or alteration. The Architectural Committee shall review plot plans, quality of workmanship and material, with harmony of exterior design and suitability of location in mind. A copy of the approved plot plan should be conspicuously displayed at the construction site prior to ground breaking.
- b. All sheds and/or garages must be approved by the Architectural Committee and must maintain a suitable finish at all times. All sheds must be on the rear fifty percent (50%) of lots, have a maximum height of twelve (12') and also meet the requirements set out in Section VII, Paragraph 5, a through c, of these covenants, stipulations and restrictions. Sheds may not be used as living quarters. The exterior of all structures shall be completed within six (6) months of beginning of construction.

- c. No building, construction materials or supplies shall be stored or located upon any street in the subdivision or on any lot in such a manner or location as to be visible to the occupant of other lots within the subdivision or to the users of any street, except that building or construction materials in a quantity not in excess of that required for improvement of the lot upon which they are placed, and must be maintained on such lot for a period of time which is reasonably necessary for the diligent commencement and completion of the project for which they are required.
- d. All lots and structures thereon shall be maintained to a reasonable standard of appearance.

Par. 3. VEHICLE PARKING:

- a. Lot owners shall provide a concrete driveway on their lot for parking of automobiles and a pad or runner is required for recreational vehicles and mobile homes. Only one recreation vehicle may be parked on a lot.
- b. Lot owners may park their recreational vehicles on the street for a period not to exceed forty-eight (48) hours for the purpose of loading and unloading.
- c. No resident vehicle may be stored on H.V.R.P.O.A. parking areas or common grounds.
- d. A recreational vehicle may be stored or parked on developed lots with mobile homes and park models provided they maintain the twenty-one foot (21') setback from the curb and are parked parallel to the property. When so parked, said stored recreational vehicles shall not be used for living quarters.

Par. 4. CLOTHESLINES:

- a. All lot maintenance shall be subject to Chapter 343 of the Health and Safety Code, Vernons Texas Code Annotated.
- b. All lots shall be kept free of debris, inoperative vehicles or wrecked vehicles (only minor auto repair shall be permitted. Storages of tires, boxes, appliances, etc., in the open lot shall be prohibited. Yards shall be established in grass, rock or desert lawn, attractive year-round and shall be mowed and maintained by the owner. Vegetable gardens shall be confined to the rear of lots, but not on easements. Lots must be mowed and free of weeds during construction.
- c. Mowing of overgrown lots shall be directed by the Board of Directors of H.V.R.P.O.A. and the cost assessed to the lot owner at the then current prevailing rate. Failure to pay such lot maintenance fees when due shall cause a maintenance and assessment lien to be placed upon such property until all fees, assessments and late charges are paid. All court costs, attorney fees and incidental costs in securing said lien shall be at the lot owner's expense.

Par. 6. COMMERCIAL VEHICLES: No commercial trucks over one-ton capacity shall be parked in Hidden Valley Ranch Subdivision other than for deliveries.

Par. 7. PETS: No lot owner shall have more than two (2) dogs or two (2) cats, or a combination totaling (2). Pets must be restrained with a leash or fenced at all times. No pets shall be allowed in the recreation hall or swimming pool area. Lot owners shall have the responsibility of keeping their pets quiet and shall pick up waste from their pets. No livestock, reptiles or fowl shall be permitted.

Par. 8. USE OF RECREATIONAL FACILITIES: Recreational facilities shall be restricted to the use of H.V.R.P.O.A. lot owners whose assessments have been paid in full, their guests and renters. Minor children must be supervised by an adult property owner or resident at all times.

Par. 9. SATELLITE DISHES, TELEVISION ANTENNAS AND RADIO ANTENNAS: Satellite dishes, television antennas and radio antennas must be approved by the Architectural Committee and must be placed on the rear fifty percent (50%) of lots.

Par. 10. DIGGING AND DRILLING: No digging or drilling may commence on any lot without proper authorization from the Architectural Committee and from the various utility companies. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structures erected, maintained or permitted on any lot or residence.

Par. 11. RESIDENTIAL COURTESIES: No noxious or offensive activities shall be carried on at any lot or any street nor shall anything be done that shall be or become an unreasonable annoyance or nuisance to the neighborhood, including the keeping of animals or pets.

Par. 12. GARBAGE: No trash, ashes, garbage or other refuse shall be dumped or stored on any lot in the subdivision. No outside burning of trash or garbage shall be permitted as residential garbage collection is available. Builders must keep building sites reasonably clean and free of debris at all times.

Par. 13. SIGNS: For sale/for rent signs will be supplied by the owner or real estate broker. Signs may be no larger than 24" x 36". Signs will designated offered by owner, builder or realtor and their phone number. No other signs, flags or other tools may be used unless approved by the Architectural Committee.

Par. 14: MAIL BOXES: Mail boxes must conform to the subdivision standard.

SECTION VII
RESTRICTIONS APPLICABLE TO LOTS 1 THROUGH 423
AND LOTS 463 THROUGH 521

The following restrictions shall apply to Lots 1 through 423 and lots 463 through 521 in Hidden Valley Ranch Subdivision (all Phases). Lot use shall be limited to mobile homes, park models, recreational vehicles and approved additions. Lots adjoining Leisure Valley shall not be considered perimeter lots.

Par. 1. LOCATION OF UNITS: All motor homes and recreational vehicles shall be located on the lot perpendicular to the street with the front or tongue of the unit facing the street on the right hand side of the lot and no closer than twenty-one(21') feet from the curb. Side street parallel with the length of the lot are not considered. Outside perimeter lots may be exempted due to their configuration and location. The locatiion and direction of all units on these lots may vary but must be approved by the Architectural Committee.

Par. 2. SKIRTING: All mobile homes and park models shall be skirted within sixty (60) days of arrival with a suitable material approved by the Architectural Committee.

Par. 3. ANCHORING: All mobile homes, park models and recreational vehicles parked on lots on a year-around basis shall be anchored in accordance with Texas State Regulations, but in any event within six (6) months from the date they are placed on the lot.

Par. 4. AGE OF UNITS: No mobile home, park model and recreational vehicle over seven (7) years of age shall be permanently placed on a lot without prior approval by the Architectural Committee.

Par. 5. SET BACKS: Minimum set backs for mobile homes, park models and recreational vehicles are as follows:

- a. Front Yard: Ten feet (10') from the property line which is eleven feet (11') from the curb making a total of twenty-one feet (21') from the curb.

- b. Side Yard: Three feet (3'), unless a lot borders a side street, which shall be ten feet (10') from the side street right-of-way.
- c. Rear Yard: Five feet (5'), except outside perimeter lots, which shall be ten feet (10').
- d. Fences: Fencing shall be limited to the rear fifty percent (50%) of lots (except easement) and not less than ten feet (10') from street right-of-way on corner lots with side streets.

SECTION VIII
RESTRICTIONS APPLICABLE TO LOTS 424 THROUGH 462

The following restrictions shall apply to Lots 424 through 462 in Hidden Valley Ranch Subdivision (all Phases). Lot use shall be limited to brick homes and large mobile homes, except that only brick homes shall be permitted on the lots adjoining the golf course (lots 431 to 456). Large mobile homes shall be defined as double-wide or triple-wide mobiles in excess of 1,000 square feet and as approved by the Architectural Committee.

Par. 1. SQUARE FOOTAGE: Brick homes must have a minimum square footage of 1,000 square feet of living area plus garage or carport area.

Par. 2. SET BACKS: Minimum set backs are as follows:

- a. Front Yard: Twenty-five feet (25') from the curb of fifteen feet (15') from the property line, whichever is greater.
- b. Side Yard: Six feet (6'), unless lot borders a side street, which is ten feet (10') from the side street right-of-way.
- c. Rear Yard: Five feet (5'), except outside perimeter lots, which shall be ten feet (10').
- d. Fences: No fencing or obstruction shall be erected on any lot that is adjacent to the golf course. Only chain link fences with a maximum height of thirty-six inches (25") may be approved by the Architectural Committee. Fences are limited to the rear fifty percent (50%) of the lot (except from easements) and not less than eleven feet (11') from street corner lots with side streets if approved by the Architectural Committee.

Par. 3. GENERAL RESTRICTIONS:

- a. Brick home lots must have ninety percent (90%) brick veneer with brick and roof color being neutral in nature.
- b. No structures shall have flat roofs.
- c. The height of the concrete slab foundation shall be eighteen inches (18") from the top of the curb with only the Architectural Committee making exceptions.
- d. Yards may be established in grass, rock or desert lawn, except lots adjacent to the golf course shall have Bermuda grass from the edge of the golf course to the rear of the brick home situated thereon.
- e. Rock yards or desert lawns shall be framed with concrete borders separating adjacent lots.
- f. No vegetable gardens shall be permitted.
- g. No propane tanks are allowed for brick homes.

- h. No clotheslines of any kind shall be permitted on either side of street adjoining the golf course.
- i. On lots adjacent to the golf course, all outbuildings, sheds and other structures must be attached to the residence and must be approved by the Architectural Committee. Other lots must have approval by the Architectural Committee for all outbuildings, sheds and other structures.
- j. Temporary structures:
 - 1) No temporary house, trailer, tent, recreational vehicle, garage or other outbuilding shall be placed or erected on any lot; provided, however, that the Board of Directors of H.V.R.P.O.A. may grant permission in writing for such a temporary structure; however, it shall not be used at any time as a dwelling place.
 - 2) No outside toilet, except during construction, or individual water well shall be constructed on any lot. All plumbing, fixtures, dishwashers and toilets shall be connected to the sanitary sewer system provided by the developers to each lot.
- k. All homes, buildings, dwellings or any other structure must be completed within six (6) months after the beginning of constructions.
- l. No residence shall be occupied until the same has been completed in accordance with its plans and specifications and received approval from all governmental agencies having jurisdiction and authority with respect there.

SECTION IX **DURATION AND AMENDMENT**

Par. 1. DURATION: The covenants, stipulations and restrictions set forth herein shall continue and be binding upon owner, owner's successor and assigns for a period of thirty-five (35) years ("primary term") from this date, unless terminated or amended. At the expiration of the primary term, regulations shall automatically be extended for an additional ten (10) year period ("extension term") and for successive periods of the extension term hereafter, unless terminated or amended. After the expiration of the primary term the owners of a majority of the lots may execute and acknowledge an agreement in writing terminating or revising the terms of this instrument and file the same in the real property records of Hidalgo County, and then and thereafter, the regulations set forth in this instrument shall be null, void and of no further force and effect, or shall be modified as such recorded instrument may direct.

Par. 2. AMENDMENT: These covenants, stipulations and restrictions may be amended, but not terminated, at any time by consent of not less than sixty-six percent (66%) of the record owners of fee simple title of all lots in the subdivision, as such record ownership is reflected by the real property records of Hidalgo County.

SECTION X **ENFORCEMENT**

Par. 1. PARTIES BOUND: These covenants, stipulations and restrictions shall be binding upon owner, owner's successors and assigns and all parties claiming by, through or under owner and all subsequent owners of property in the subdivision, each of whom shall be obligated and bound to observe the terms of this instrument, provided, however, that no such persons shall be liable except with respect to breaches committee during ownership of said property.

Par. 2. LIMITATION OF IMPACT ON MORTGAGES: The violation of any term or provision of this instrument shall not operate to invalidate any mortgage, deed of trust or other lien acquired and held in good faith against any lot, or any part thereof, but such liens may be enforced as against any and all lots so encumbered.

Par. 3. STANDING REMEDIES: The owner or owners of any lot or lots in the subdivision shall have the right to enforce observance or performance of the provisions of this instrument. If any person violates or attempts to violate any term or provision of this instrument, it shall be lawful for the Board of Directors of H.V.R.P.O.A. to prosecute proceedings at law or in equity against the person violating or attempting to violate any term or provision of this instrument, in order to accomplish any one or more of the following to prevent the owner or their tenants, invitees or representatives from so doing; to correct such violation; to recover damages; or to obtain such other relief for such violation as then may be legally available.

Par. 4. RESULT OF CONFLICTING COVENANT, STIPULATION OR RESTRICTION: These covenants, stipulations and restrictions shall not permit any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any government authority, or by specific restriction covenants of record. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, restrictive covenants or record of these covenants, stipulations and restrictions shall govern and control.

Par. 5. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE: The parties agree to mediate in good faith to resolve any dispute under this instrument before filing a suit for damages. Following mediation, all unresolved issues shall be American Arbitration Association's Commercial Arbitration Rules.

SECTION XI

MISCELLANEOUS PROVISIONS

Par. 1. REASONABLE COSTS: Any party subject to this instrument who is the prevailing party in any proceeding, whether it is in negotiation, mediation, arbitration or litigation, against any other party brought under or in connection with this instrument or the subject matter hereof, shall be additionally entitled to recover all costs and reasonable attorney fees, and all other related expenses, including deposition costs, arbitrator and mediator fees, travel and expert witness fee from the non-prevailing party.

Par. 2. BINDING EFFECT: This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this instrument.

Par. 3. CHOICE OF LAW: This instrument shall be subject to and governed by the laws of the State of Texas, excluding any conflicts of law, rule or principle that might refer to construction or interpretation of this instrument to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Hidalgo County, Texas, in which the subdivision plat is recorded.

Par. 4. EFFECT OF WAIVER OR CONSENT: No waiver or consent, express or implied, by any owner to or of any breach or default by any owner in the performance of such owner of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such owner of the same or any other obligations of such owner hereunder. Failure on the part of an owner to complain of any act of any owner or to declare any owner in default, irrespective of how long such failure continues, shall not constitute a waiver by such owner of the rights hereunder until the applicable statute of limitations period has expired.

Par. 5. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this instrument shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity of unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this instrument, the singular number shall include the plural and the neuter shall include the masculine for feminine and vice-versa, the article and section headings appearing in this instrument are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any article or section. This instrument shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

Par. 6. LIENHOLDER: Any mortgage made in good faith and for value upon any portion of the subject property or any mortgages in actual possession, or any purchaser at any mortgagee's foreclosure sale, as well as all other owners, shall be bound by and subject to these covenants, stipulations and restrictions as fully as any other owners of any portion of the subject property.

Par. 7. NOTICES: Any notice of communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address shown herein, and if not so shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.

Par. 8. RECITALS: Any recitals in this instrument are representative by the parties hereto to be accurate, and constitute a part of the substantive agreement.

Par. 9. TIME: Time is of the essence. Unless otherwise specified, all reference to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays and Texas legal banking holidays. In the event the date for performance of any obligation herein shall fall on a Saturday, Sunday or Texas legal banking holiday, then that obligation shall be performable on the next following regular business day.

WITNESS OUR HAND at Mission, Hidalgo County, Texas, this 17th day of February 2006, by the undersigned officers and directors of Hidden Valley Ranch Property Owners' Association (H.V.R.P.O.A.).

/s/ Jan Coon, President, H.V.R.P.O.A.

/s/ Jessie Hills, Secretary, H.V.R.P.O.A.

/s/ Sandra Kienast, Vice-President, H.V.R.P.O.A.

/s/ Carol McCulloch, Treasurer, H.V.R.P.O.A.

/s/ Leo Brayman, Director, H.V.R.P.O.A.

/s/ Louie Cagler, Director, H.V.R.P.O.A.

/s/ Ron Kling, Director, H.V.R.P.O.A.

/s/ Margaret Leonard, Director, H.V.R.P.O.A.

/s/ Herb O'Neal, Director, H.V.R.P.O.A.

THIS INSTRUMENT was duly acknowledged and signed before me on the 17th day of February, 2006.

/s/ Sybil L. Smith Beller, Notary Public, State of Texas
(My Commission Expires December 6, 2006.)

Filed for Record in Hidalgo County
by Eddie Trevino, County Clerk
February 17, 2006, 11:14 a.m.
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