

COVENANTS AND RESTRICTIONS FOR
CLOISTERS, BLOCK 2 & 3, PHASE TWO

TABLE OF CONTENTS

| | |
|---|----|
| Definitions..... | 4 |
| Property Subject of This Declaration..... | 5 |
| Membership & Voting Rights in the Association..... | 6 |
| a) Membership..... | 6 |
| b) Voting Rights..... | 6 |
| c) Members Meetings..... | 7 |
| Property Rights in Common Properties..... | 8 |
| Covenant for Maintenance Assessments..... | 8 |
| a) Creation of Lien & Personal Obligation..... | 9 |
| b) Purpose of Assessments..... | 9 |
| c) Basis & Maximum Monthly Assessments..... | 10 |
| d) Duties of Trustee..... | 10 |
| e) Effect of Non-Payment of Assessments, Personal Obligation Of Owner; the Lien; Remedies of Association..... | 11 |
| d) Subordination of the Lien to Mortgages..... | 11 |
| Party Walls..... | 12 |
| a) General Rules..... | 12 |
| b) Sharing of Repair & Maintenance..... | 12 |
| c) Destruction by Fire & Other Casualty..... | 12 |
| d) Weatherproofing..... | 13 |
| e) Right of Contribution Runs with Land..... | 13 |
| f) Arbitration..... | 13 |
| Architectural Control Committee..... | 13 |
| a) Review by Committee..... | 13 |
| Additional Covenants and Restrictions..... | 14 |

| | | |
|---------------------------------|----------------------------|----|
| a) | Land Use..... | 14 |
| b) | Signs..... | 14 |
| c) | Animals..... | 14 |
| d) | Other Buildings..... | 15 |
| e) | Old Buildings..... | 15 |
| f) | Rentals..... | 15 |
| g) | Antennae..... | 15 |
| h) | Yards..... | 15 |
| i) | Maintenance of Lots..... | 15 |
| j) | Easements..... | 15 |
| k) | Drainage Easements..... | 15 |
| l) | Storage of Materials..... | 16 |
| m) | Mining..... | 16 |
| n) | Garbage Cans..... | 16 |
| o) | Boats, House Trailers..... | 17 |
| p) | Vehicles..... | 17 |
| Exterior Maintenance..... | | 17 |
| Assessment of Costs..... | | 17 |
| Access at Reasonable Hours..... | | 18 |
| Duration..... | | 19 |
| Notices..... | | 19 |
| Enforcement..... | | 19 |
| Severability..... | | 19 |
| Provision Change..... | | 19 |

COVENANTS AND RESTRICTIONS FOR
CLOISTERS, BLOCK 2 & 3, PHASE TWO

THIS DOCUMENT CONTAINS PROVISIONS SUBJECT TO ARBITRATION,
VERNON'S ANNOTATED CIVIL STATUTES, ARTICLES 224 et. seq.

RESTRICTIONS

THIS DECLARATION made this 3rd day of October, 1984, by CLASSIC, INC., a Texas corporation, by and through its duly elected officers, hereinafter called "Developer";

WITNESSETH:

WHEREAS, Developer are the owners of the real property described in Article II of this Declaration and desire to create thereon a residential community with common restrictions for the benefit of said community; and

WHEREAS, Developer desire to provide for the preservation of the values and amenities in said community and for the maintenance of said property and to this end, desire to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be

delegated and assigned the powers of maintaining and administering the properties and facilities and administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer is desirous of forming a homeowners association called Cloisters Block 2 & 3 Homeowners Association for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Cloisters Block 2 & 3

Homeowners Association.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration under the provisions of Article II hereof.

(c) "Common Wall" shall mean the common walls of the buildings or common fences.

(d) “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the property.

(e) “Living Unit” shall mean and refer to any portion of a building situated upon the Properties designated and intended for use and occupancy as a residence by a single family.

(f) “Owner” shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) “Member” shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the State of Texas, County of Brazos, and is more particularly described in Exhibit “A” hereto attached and made a part hereof for all purposes, as though the same were copied herein verbatim.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all those owners as defined in Section I with the exception of the Developer. Class A Members shall be entitled to one (1) vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one (1) person holds such interest or interests in any Lot or Living Unit all such persons shall be Members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot or Living Unit.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot in which he holds the interest required for membership by Section 1 and for every Living Unit in any Multi-family Structure owned by him until such Unit is first sold or leased, provided that the Class B Membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) August 1, 1987.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be Class A Member entitled to one (1) vote for each Lot or Living Unit in which he holds the interests required for membership under Section 1.

For purposes of determining the votes allowed under this Section when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

Section 3. Members Meeting.

(a) There shall be a meeting of the Members of the Association. The first annual meeting shall be held on the first Sunday in January, 1985, and Developer will notify all Members at least one (1) week in advance of the exact time and place. Subsequent annual meetings will be determined by the Trustees elected by the Association.

(b) The initial Trustees of said Association are Frank Thurmond, Robert C. Reese, and Frank Thurmond, III and the initial Board of Trustees shall serve until such annual meeting, at which time new trustees will be elected by a majority of the voting members. The Trustees shall consist of at least three (3) persons as will be determined by voting members at the first annual meeting, and subsequently, as will be provided in the By-Laws of said Association.

(c) The Trustees shall be responsible for the affairs of the Association and shall adopt such By-Laws and regulations as necessary to carry

out its functions, but cannot adopt By-Laws or regulations which are contrary to provisions as set out herein.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Walls adjoining their property and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot and Living Unit owned by him within The Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be

the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvements and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the homes situated upon the Properties, including, the mowing, edging and sweeping of yards of each Lot but excluding repair, maintenance and replacement of any property that is privately owned, except as is provided in Article VIII. The assessment does not cover the maintenance of yards or plants within the courtyards nor cost of planting shrubs or yards unless deemed necessary to the wellbeing of the remaining property and in such case the cost of such shall be assessed against the property on which such maintenance is performed.

Section 3. Basis and Maximum of Monthly Assessments: Revised 26 January 1998.

Beginning on the first day of January, 1998, the monthly assessment on each lot shall be \$50.00 per month, per lot, belonging to a Member and on the first day of each month following the purchase. From and after January 1, 1998, the monthly assessment may be increased or decreased by Vote of the Members or as hereinafter provided.

The Trustees of the Association may, after consideration of current maintenance costs and further needs of the Association, fix the annual maintenance for any period year at a lesser amount.

For the purpose of figuring the amount of assessment, where a single family residential unit is constructed on more than one lot, (as lot is shown by recorded plat), then and in that event, such unit shall be, for the purpose of assessment, considered as one lot, and the Owner of such unit shall not be entitled to more than one vote.

Section 4. Duties of the Trustees. The Association shall upon demand at any time furnish to any Owner liable for said Assessments a certificate in writing signed by one of the Trustees of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Non-payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of the delinquency date, at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and

there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, and such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Calamity. If a party wall is destroyed or damaged by fire or other calamity, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the rights of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications

showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Trustees. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII-A

ADDITIONAL COVENANTS AND RESTRICTIONS

Section 1. Covenants and Restrictions on Lots.

- (a) Land Use: Except as herein noted, no lot shall be used for anything other than single family residential purposes. No business or other non-residential activity shall be conducted on any Lot. This applies only to existing property.
- (b) Signs: No sign of any kind shall be displayed, erected or maintained on any Lot or Common Properties except one (1) sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales, or signs used by Developers in connection with the development of Cloisters Block 2 & 3, Phase Two.

- (c) Animals: No animals, livestock, or poultry of any kind shall be bred, raised, or kept on any Lot, except dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No animals that would unduly disturb the neighbors may be kept on any Lot.
- (d) Other Buildings: No house trailer, truck body, basement, tent, shack, garage, barn, other outbuilding shall at any time be used as a residence, nor shall any residence of any temporary character be permitted.
- (e) Old Buildings: No structure shall be moved onto any residential lot.
- (f) Rentals: Renting to roomers or to a second family occupying the Lot is prohibited.
- (g) Antennae: No television or radio antennae shall be erected or maintained on any Lot.
- (h) Yards: All yards of a dwelling shall be maintained so as to be an aesthetical asset to the dwelling.
- (i) Maintenance of Lots: No Owner of any Lot, either vacant or improved, shall be permitted to let such Lot go unmaintained, and no weeds or grass shall be permitted upon any Lot in excess of twelve (12) inches in height.
- (j) Easements: The use of easements as shown on the plat is granted to the City of Bryan and the various utility companies franchised in the City of Bryan for the purposes of drainage; the location of sanitary and storm

sewer lines; the location of gas, water, television, electrical and telephone lines and conduits, and the maintenance thereof.

- (k) Drainage Easements: No drainage ways or structures which are designed to convey storm waters shall be in any way encroached upon or blocked (by fences or otherwise) so as to significantly impair the intended or anticipated movement of such storm water. Also, no significant use, modification or incidental maintenance of drainage facilities, drainage easements, or drainage ways by others shall be undertaken without the written permission of the City of Bryan Municipal Services Department.
- (l) Storage of Materials. No building material of any kind of character shall be placed or stored upon any residential Lot until the Owner is ready to commence improvements, and then such material shall be placed within the property line. No stumps, trees, underbrush or any refuse of any kind, or scrap metal from the improvements being erected on any Lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.
- (m) Mining: No quarrying or mining operations or mineral extractions of any kind shall be permitted upon or in any Lot, nor shall any type of wells,

tanks, tunnels, mineral excavations, or shafts be permitted upon in (sic) any Lot.

- (n) Garbage Cans: No garbage cans or refuse containers shall be placed or permitted to remain at the front of the dwelling either within the street or upon the Lot except on collection days when cans or containers may be placed at designated pick up points in the alley.
- (o) No truck, larger than (1) ton load capacity, boat, house or travel trailer may be kept on a lot unless it is concealed from public view nor can they be kept upon any dedicated street within The Properties.
- (p) No vehicle may be kept for which a lot owner does not have parking space provided for on his Lot.

ARTICLE VIII

Section 1. Exterior Maintenance. The Association may provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article V hereof, as follows: Paint, repair, replace and care for roof, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become part of the maintenance assessment or charge to which each Lot or Living Unit is subject under Article V hereof and, as

part of such assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Trustees of the Association, when establishing the assessment against each Lot or Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Saturday or Sunday.

ARTICLE IX

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument by the then-owners of two-thirds (2/3) of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in

whole or in part. For purpose of meeting the two-thirds (2/3) requirements, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

Section 2: Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 3: Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or 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.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall by no wise affect any other provisions which shall remain in full force and effect.

ARTICLE X

Any provisions contained herein may be changed by a vote of one hundred percent (100%) of the Members of the Association.

CLASS

IC, INC.

ATTEST:

(signature)

(signature)

William R. Vance, Secretary

By:

Frank Thurmond, President

THE STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on this 3 day of October, 1984, by FRANK THURMOND, President of CLASSIC, INC., on behalf of same.

(notary seal)

(signature)

Linda C. Turner

Notary Public in and for

the State of Texas

My Commission Expires:

9/22/85

STATE OF TEXAS COUNTY OF BRAZOS

I hereby certify that this instrument was filed on the date
and...(illegible)...by me and was duly recorded in the volume and pages of the
named records of Brazos County, Texas as stamped hereon by me.

Oct. 05, 1984

(signature illegible)

COUNTY CLERK, Brazos County, Texas

(Transcribed by Sylvia Grider from a Xerox copy of signed original, March 6, 2008.
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55 Year Age Restriction Policy
per
The FAIR HOUSING AMENDMENTS ACT of 1988 (the "Act")
HOUSING FOR OLDER PERSONS ACT 1995: FINAL RULE
(Department of Housing and Urban Development: 24 CFR Part 100)

INTRODUCTION

The Fair Housing Act (Title VIII of the Civil Rights Act) exempts "housing for older persons" from the Act's prohibition against discrimination because of familial status. Section 807(b)(2)(C) of the Act exempts housing intended and operated for occupancy by persons 55 years of age or older which satisfies certain criteria HUD has adopted implementing regulations further defining the "housing for older persons" exemption at 24 CFR part 100, subpart E (Housing for Older Persons Act, hereinafter: HOPA).

There are 4 factors required for a facility to claim the 55 and older exemption:

1. that the housing be intended and operated for persons age 55 and older; (24 CFR 100.304)
- 2) that at least 80 percent of the occupied units be occupied by at least one person who is 55 years of age or older; (24 CFR 100.305)
- (3) the housing facility or community must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons fifty-five (55) years of age or older. (24 CFR 100.306)
- (4) the housing facility or community must also comply with rules issued by HUD for the verification of occupancy. (24 CFR 100.307).

Cloisters Block 2 & 3 is qualified for the exemption as a community for 55 year or older persons. The intent is stated in the Cloisters Block 2 & 3 Homeowners Association, Inc. CC&R's (Article 9, section 1 and By-laws (Article 16) as well as by the age restriction rules adopted and enforced by the Association.

This document's purpose is to cumulate in one place for easy reference the age restriction policy adopted by Cloisters Block 2 & 3 Homeowners Association, Inc. within the rules and broad discretion permitted under the Act and HOPA. The Board of Directors, in its sole discretion, may add, delete or change its policies within the scope permitted by the Act and HOPA, Texas State laws or local laws.

In accordance with the Act and HOPA Cloisters Block 2 & 3 Homeowners Association , Inc. has clearly indicated its intent to qualify as housing for older persons age 55 years or older in the following Governing Documents:

CC&R's Article 4 Section2(a): Age Restrictions

Each dwelling unit in Cloisters Block 2 & 3, if occupied, shall be occupied by at least one (1) person not less than fifty-five (55) years of age and no person eighteen (18) years of age or under shall reside in any dwelling unit. To the extent required by any applicable Federal or State law, at no time shall less than eighty (80%) percent of the Lots subject to this Declaration be occupied by Single Families where at least one member of the Single Family is fifty (55) years of age or older.

By-laws Article 2.1 (a) 1,2,3,4: Membership Qualifications

2.1 (a) "Member" shall mean and refer to those persons entitled to membership as provided in the Master Declaration....

- 1) One (1) member of the family residing in each Cloisters Block 2 & 3 residence must be fifty-five (55) years of age or older in order to qualify anyone living in that residence for membership in the Association;
- 2) No person eighteen (18) years of age or under shall be entitled to be a member of the Association;
- 3) Any person nineteen (19) years of age and older who resides in the same household with any person who is qualified under Section 2.1(a)(1) above is eligible for membership in the Association as long as such person is a resident of Cloisters Block 2 & 3 ;
4. Any person under age fifty-five (55) years of age who acquires real property in Cloisters #2& 3 by purchase or inheritance and subsequently lives on such property and is not qualified under Section 2.1 (a)(1) above, or rents or leases such property to third parties, is not eligible for membership in the Association.

Cloisters Block 2 & 3 Homeowners Association, INC.
AGE RESTRICTION POLICY

Occupancy Age Restrictions

- 1.1 There must be at least one person that is fifty-five (55) years of age or older (age qualified) residing in each dwelling unit. (24 CFR Section 100.304)
- 1.2 No person under the age of 19 may reside in Cloisters Block 2 & 3.
- 1.3 Persons under the age of 19 may reside in Cloisters Block 2 & 3 as guests for a maximum period of 90 days in any 12 month period as long as there is an age qualified person also occupying the dwelling unit.
- 1.4 Persons 19 years of age or older may reside in Cloisters Block 2 & 3 as long as there is an age qualified person also residing in the dwelling unit.
- 1.5 These age restrictions apply to Owners, renters and to house guests who occupy the dwelling unit in the absence of the age qualified Owner or renter.

2. Occupancy Exception

- 2.1 The policy of Cloisters Block 2 & 3 Homeowners Association, Inc. is not to permit under age occupancy in any dwelling unit.
- 2.2 The only exception to the 55 age qualification is for the non-age qualified surviving spouse of an age qualified decedent Owner who had occupied the dwelling unit, until such time as the nonage qualified surviving spouse remarries at which time the exception expires. At that time, membership, if any, shall be determined pursuant to Article 2.1(a) of the By Laws.
- 2.3 There are no exceptions for other non-age qualified heirs or any other non-age qualified persons who come into possession of a dwelling unit in Cloisters Block 2 & 3.
- 2.4 Appeal for a temporary exception to the occupancy rules must be made in writing to the Board of Directors. The Board of Directors, in its sole discretion, may grant or refuse to grant such temporary exception in any particular case. The grant of a temporary exception in a particular case does not invalidate or waive the particular occupancy rule in subsequent cases.

3. "80/20 Rule" (24 CFR 100.305)

- 3.1 HOPA requires that no less than 80% of the occupied dwelling units shall be occupied by at least one age qualified person. This does not mean that 20% must be occupied by non-age qualified persons. It means that as long as 80% of the dwelling units are occupied by at least one age qualified person Cloisters Block 2 & 3 maintains its exemption under HOPA as a 55 year age restricted community
- 3.2 The policy of Cloisters Block 2 & 3 Homeowners Association, Inc. is to maintain the percentage of age qualified occupancy as close to 100% as possible without mandating a greater percentage than the minimum 80% required by HOPA.

3.3 One of the primary reasons for the 80/20 rule by Congress was to accommodate under age surviving spouses of age qualified decedents and to permit flexibility in specific situations at the sole discretion of the Board of Directors without endangering the HOPA exemption. Such exemption is permitted as long as the minimum 80% age qualified requirement under HOPA is not reduced. HOPA was enacted for the protection of the age restriction exemption and not to grant any rights to under age persons to occupy the 20% which is solely within the discretion of the Board of Directors.

4. Verification of Age (24 CFR 100.307)

4.1 All residents, whether Owners, renters or house guests, must show evidence that at least one resident in the occupied dwelling unit is age qualified. Any of the following documents are considered reliable documentation of the age of the occupants of the housing facility or community:

- a) Driver's license
- b) Birth certificate
- c) Passport
- d) Immigration card
- e) Military identification
- f) Any other state, local, national or international official documents containing a birth date of comparable reliability
- g) A certification in a lease application, affidavit or other document signed by any member of the household age 19 or older asserting that at least one person in the unit is 55 years of age or older.

4.2 A facility or community shall consider any one of the forms of verification identified above as adequate for verification of age, provided that it contains specific information about current age or date of birth.

4.3 Such evidence must be shown at the time such Owner or renter come to the Association offices to obtain the mandatory Association membership card which confirms age compliance with HOPA and permits use of the facilities of the Association.

4.4 If the occupants of a particular dwelling unit refuse to comply with the age verification procedures, the Association may, if it has sufficient evidence, consider the unit to be occupied by at least one person 55 years of age or older; such evidence may include:

- a) Government records or documents such as a local household census
- b) Prior forms or applications; or
- c) A statement from an individual who has personal knowledge of the age of the occupants. The statement must set forth the basis for such knowledge and be signed under penalty of perjury.

5. Surveys for Compliance

5.1 Cloisters Block 2 & 3 Homeowners Association, Inc. will conduct surveys at least every two years and maintain a data base to verify age compliance as required by HOPA. All residents of Cloisters Block 2 & 3 are required to respond to the surveys. Proof of occupancy by at least one age qualified person in the occupied dwelling unit as noted above must be provided in response to the survey unless already provided, in which case a reliable affidavit of current compliance is all that is required.

5.2 Copies of supporting information gathered in support of the occupancy verification may be segregated in a separate file and are considered confidential and not generally available for public inspection. They are created for the sole purpose of complying with HOPA and are to be kept separate from the general or resident files that may be widely accessible to employees or other residents.

5.3 A summary of occupancy surveys shall be available for inspection upon reasonable notice and request by any person.

6. Disclosure of 55 Age Restriction Policy

6.1 Any Owner or Realtor who sells or leases real property in Cloisters Block 2 & 3 shall disclose in the advertisements, purchase or lease documents that Cloisters Block 2 & 3 is a 55 year age restricted community under HOPA. (100.306). In the case of a lease of real property in Cloisters #2&3 the lease agreement shall verify that at least one occupant is age qualified by specific current age or date of birth recorded in the lease agreement. (100.306 (a) 3).

6.2 A copy of this Age Restriction Policy shall be provided by every Owner/Seller/Lessor to any prospective buyer or lessee to read and acknowledge. This document is to be included as part of the Purchase or Lease documents.

6.3 Disclosure shall also be made to any persons permitted by the Owner or renter to occupy the dwelling unit as house guests in the absence of the age qualified Owner or renter. At least one house guest of such absentee Owner or lessee must be age qualified. The under 19 years of age occupancy prohibition rule also applies to such house guests.

6.4 Non-disclosure by the Owner/Seller/Lessor shall not prevent Cloisters Block 2 & 3 Community Association, Inc. from enforcing this age restriction policy against any Owner and renter for noncompliance.

6.5 All "For Sale" or "For Rent/Lease" signs in Cloisters Block 2 & 3, whether by Owner or by a Realtor, shall prominently display that this is a "55 YEAR AGE RESTRICTED COMMUNITY".

7. Enforcement

7.1 Cloisters Block 2 & 3 Homeowners Association, Inc. will vigorously seek any and all remedies available to it by law including, but not limited to, fines and liens against the offending Owner's real property for non-compliance by the Owner renter or house guests.

7.2 The reporting and enforcement procedures for non-compliance shall be through the Deed Restriction Enforcement Committee (DREC).

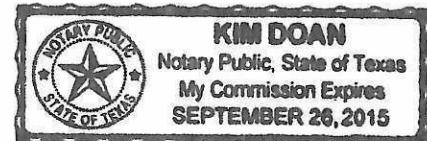
Before me, a notary public, on this day known to me to be the person whose name is subscribed to the foregoing and, being by me first duly sworn, declared that the statement therein contained is true and correct.

State of Texas
County of Brazos

Tommy C. McGilvrey
printed name
Tommy C. McGilvrey
signature

Date: 02/06/2012

Kim Doan
notary public signature



Acknowledgment of Age Qualified Occupancy

The Undersigned (Buyer)(Lessee) has read the Cloisters Block 2 & 3 Age Restriction Policy and asserts that at least one occupant of the dwelling unit being purchased or leased herein shall be at least fifty-five (55) years of age or older.

Address of the Dwelling Unit: _____

1. _____ 2. _____

Print name(s) of Buyer or Lessee

1. _____ 2. _____

Signature(s) of Buyer or Lessee

Date: ____ / ____ / ____