

DECLARATION OF RESTRICTIVE COVENANTS
LONDON TOWNE HOMEOWNERS ASSOCIATION

This DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) is made by **Braselton Development Company, Ltd.**, a Texas limited partnership (“Declarant”).

RECITALS

Declarant is the sole owner of any portion of the real property located in Nueces County, Texas, described as and constituting any part of **London Towne Subdivision** (“Subdivision”), one or more subdivisions recorded or to be recorded in Nueces County, Texas.

Declarant imposes on the real property certain protective covenants, conditions, and restrictions, as described below, according to an established general plan for the improvement and development of the Subdivision.

All of the Property (defined below) will be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property or any part of it, their heirs, successors, and assigns, and will inure to the benefit of each owner.

Each contract or deed that may later be executed with regard to the Property or any portion of it will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether they are set forth or referred to in the contract or deed.

ARTICLE 1
DEFINITIONS

Unless the context specifies or requires otherwise, the following terms when used in this Declaration have the following meanings:

1.01. Architectural Control Committee. “Architectural Control Committee” means the committee created according to these restrictions to review and approve or deny plans for the construction of Improvements on the Property.

1.02. Architectural Control Committee Rules. “Architectural Control Committee Rules” means the rules and regulations adopted by the Architectural Control Committee, as amended from time to time.

1.03. Assessment. “Assessment” or “Assessments” means assessment(s) levied by the Association under the terms and provisions of this Declaration.

1.04. Association. “Association” means and refers to London Towne Homeowners Association, Inc., a Texas nonprofit corporation.

1.05. Association Rules. “Association Rules” means the rules and regulations adopted by the Board, as amended from time to time.

1.06. Board. “Board” means the Board of Directors of the Association.

1.07. Builder. “Builder” means any professional home builder that purchases Lots within the Subdivision solely for the purpose of constructing residential homes on the Lots for sale to third-party home buyers.

1.08. Bylaws. “Bylaws” means the Bylaws of the Association, which may be adopted by the Board, as amended from time to time.

1.09. Certificate of Formation. “Certificate of Formation” means the Certificate of Formation of the Association that may be filed in the office of the Secretary of State of the State of Texas, if the Association is formed, and as amended from time to time.

1.10. City. “City” means Corpus Christi, Texas.

1.11. Common Area and Facilities. “Common Area and Facilities” means any Lots and other properties designated by Declarant and conveyed to the Association, if formed, along with any exclusive easements and other areas granted to Declarant or the Association and maintained for the common benefit of the Owners. Common Area and Facilities may be designated by Declarant and dedicated or otherwise conveyed to the Association, if formed, the Owners, or to any public agency, authority, or utility from time to time and at any time. If and at the time Declarant annexes additional real property to the Property in accordance with Section 2.02, additional Common Area and Facilities may be designated.

1.12. Declarant. “Declarant” means **Braselton Development Company, Ltd.**, a Texas limited partnership, its duly authorized representatives or their successors or assigns. Any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant will not be sufficient to constitute an assignment of the rights of Declarant under this Declaration.

1.13. Declaration. “Declaration” means this instrument as amended from time to time.

1.14. Improvement. “Improvement” means every structure and all appurtenances to structures of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water-softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.15. Living Unit. “Living Unit” means and refers to a single-family residence and the attached garage serving it.

1.16. Lot. “Lot” or “Lots” means any parcel or parcels of land within the Property shown as a subdivided lot on any Plat of the Subdivision, together with all Improvements located on the parcel or parcels.

1.17. Masonry. “Masonry” means stucco, stone (natural, precast, or manufactured), and brick, but excluding fiber-cement siding, stone veneer, or other siding materials.

1.18. Member. “Member” or “Members” means any Person(s) holding membership rights in the Association.

1.19. Mortgage. “Mortgage” or “Mortgages” means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

1.20. Mortgagee. “Mortgagee” or “Mortgagees” means the holder or holders of any Mortgage or Mortgages.

1.21. Owner. “Owner” or “Owners” means the Person(s), including Declarant, holding a fee-simple interest in any portion of the Property, but does not include the Mortgagee of a Mortgage.

1.22. Person. “Person” or “Persons” means any individual(s), entity, or entities having the legal right to hold title to real property.

1.23. Plans and Specifications. “Plans and Specifications” means any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.24. Plat. “Plat” or “Plats” means the maps or plats of the **London Towne Subdivision**, recorded in the real property records of Nueces, Texas, including without limitation, the map or plat recorded on September 26, 2020, in Volume 69, Pages 493-494 under Document No. 2020041254, of the Map Records of Nueces County, Texas, as amended from time to time.

1.25. Property. “Property” means all of the real property now or later constituting any portion, phase, or section of the Subdivision.

1.26. Restrictions. “Restrictions” means this Declaration, as amended from time to time, together with the Architectural Control Committee Rules, the Association Rules, the Certificate of Formation, and Bylaws.

1.27. Subdivision. “Subdivision” means **London Towne Subdivision**, Unit 1, subdivisions in Nueces County, Texas, according to the Plats.

1.28. Temporary Office. “Temporary Office” means any temporary construction or marketing trailer, office, or building installed or constructed by Declarant or any Builder on any Lot owned by Declarant or the Builder, respectively, that is used for the storage of equipment or for office, administrative, sales, or marketing purposes during the construction and sale of Lots and Improvements within the Subdivision.

ARTICLE 2 DEVELOPMENT AND ANNEXATION

2.01. Development by Declarant. Declarant may divide or subdivide the Property into several areas and develop some of the Property.

2.02. Addition of Land. Declarant may, at any time and from time to time, add land to the Property, and on such addition, this Declaration and the covenants, conditions, restrictions, and obligations set forth in it will apply to the added land, and the rights, privileges, duties, and liabilities of the Persons subject to this Declaration will be the same with respect to the added land as with respect to the lands originally covered by this Declaration. In order to add lands to the Property under this Declaration, Declarant will be required only to record in the real property records of Nueces County, Texas, a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which must include the book and page numbers, document numbers, or film codes of the real property records of Nueces County, Texas, in which this Declaration is recorded.
- (b) A statement that the provisions of this Declaration will apply to the added land.
- (c) A legal description of the added land.

2.03. Annexation. Additional Lots and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members, unless otherwise provided herein.

The Declarant may annex Lots and Common Areas without the consent of members at any time before January 1, 2040, or when Class B membership ceases, whichever occurs first, without limiting the foregoing. Declarant shall have the unilateral right to adopt use restrictions for any annexed property which may differ from the restrictions contained herein.

In the event of an annexation by Declarant, it is agreed that 1) all infrastructure improvements to the annexed property will be substantially completed prior to annexation; 2) all Owners shall be assessed based on the same methodology used to obtain assessment rates in this Declaration and each Lot shall have one association vote; and 3) the annexation shall be evidenced by recordation in the Nueces County Clerk’s Office of an “Annexation Certificate” executed by the Declarant and duly acknowledged and notarized.

ARTICLE 3 GENERAL RESTRICTIONS

All of the Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

3.01. Subdividing. No Lot will be further divided or subdivided, nor may any easements on or other interests relating to a Lot less than the whole be conveyed by the Owner of the Lot without the prior written approval of the Architectural Control Committee; however, when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Architectural Control Committee.

3.02. Hazardous Activities. No activities will be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms or fireworks will be discharged on the Property, and no open fires will be permitted except within safe and well-designed interior fireplaces or in contained barbecue units while attended and in use for cooking purposes.

3.03. Insurance Rates. Nothing will be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on any Lot.

3.04. Mining and Drilling. No portion of the Property will be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.05. Noise and Nuisances. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) will be located, used, or placed on any of the Property. No noise or other nuisance will be permitted to exist or operate on any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. No exterior lighting of any sort will be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has the approval of the Architectural Control Committee).

3.06. Animals; Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of these words may be kept, maintained, or cared for on the Property. Any dog that has been determined to be "dangerous" by the City or any other political subdivision, animal-control authority, or governmental agency, will never be maintained, kept, or cared for on the Property. No Owner may keep on the Owner's Lot more than three (3) cats and dogs, in the aggregate. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old.

No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal will be allowed to run at large, and all animals must be kept within enclosed areas that must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. An enclosed area must be constructed in accordance with plans approved by the Architectural Control Committee, must be of reasonable design and construction to adequately contain animals in accordance with the provisions of this Declaration, and must be screened so as not to be visible from any other portion of the Property.

If, in the sole discretion of the Association, any pet endangers the health makes objectionable noise, or constitutes a nuisance or inconvenience to the Owners of other Lots or the owners of any portion of the property within London Towne Homeowners Association, it shall be removed upon request of the Board. If the Owner fails to honor such request, then 1) the pet may be removed at the direction of the Board after notice and an opportunity to be heard is given to the Owner, and 2) the Board may assess against the Owner a daily fine to be added to their assessment and it shall be secured by the lien created in Article Eight (8) herein.

Dogs and cats shall at all times, whenever they are outside a dwelling, must be confined on a leash held by a responsible person. When walking your pet, Owners are required to pick up any waste left by your pet.

3.07. Rubbish and Debris. No rubbish or debris of any kind will be placed or permitted to accumulate on the Property, and no odors will be permitted to arise from it so as to make the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and the containers must be kept within enclosed structures or appropriately screened from view. Each Owner must contract with an independent disposal service to collect all garbage or other wastes if collection service is not provided by a governmental entity.

3.08. Maintenance; Mowing. Each Owner must keep all shrubs, trees, grass, and plantings of every kind on the Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements on any Lot must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of the Lot. In no event shall any Lot be used for storage of material and equipment except for normal residential requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish thereon. Owners shall install and maintain complete grass covering in all areas of the Lot between the street and front of the foundation, including any side yards.

In the event the Owner fails to comply with this Section, the Declarant, the Association, and the Architectural Control Committee have the right at any reasonable time to enter on any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary, to paint, repair, or otherwise maintain any Improvements in need of maintenance, and to charge the cost to the Owner of the Lot with the cost of maintenance which charge shall be a part of their assessment and secured by the lien crated in Article Eight (8) herein.

3.09. Attachments. No permanent flag poles, satellite dishes over eighteen inches (18') shortwave or radio antennas of any sort shall be placed, allowed or maintained on any Lot or upon any structure situated upon any Lot. Satellite dishes may not be mounted on the front facing of the home or that portion of the roof that faces the street. No exterior radio or television antenna or aerial or satellite dish receiver that is visible from any adjacent street within the Subdivision will be erected or maintained on any Lot without obtaining the Architectural Control Committee's written consent.

3.10. Signs. No sign of any kind will be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee, except for (a) signs that are part of Declarant's overall marketing or construction plans or activities for the Property, (b) one (1) sign no more than five (5) square feet advertising any property within the Subdivision for sale or rent, and (c) signs advertising a candidate or measure for an election, so long as (i) the signs are ground-mounted and no more than two (2) feet by three (3) feet, (ii) the signs are displayed no earlier than ninety (90) days before the date of the election to which the signs relate and no later than nine (9) days after that election date, and (iii) no more than one (1) sign is displayed for each candidate or measure.

Student achievement signs may be put in the front yard close to the house, during school times (September to May), not all year long.

3.11. Water and Other Tanks. The Architectural Control Committee has the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for the storage of fuel, water, or oil, and including in ground swimming-pools and swimming pool filter tanks. No elevated tanks of any kind will be erected, placed, or permitted on any Lot. All tanks must be screened so as not to be visible from any other part of the Property. No individual water-supply systems will be permitted on any Lot, including but not limited to water wells, cesspools, or water-collection tanks; however, rain barrels and rain harvesting devices will be permitted subject to the right of the Architectural Control Committee to approve the location, size, type, and shielding of, and the materials used in the construction of, any such rain barrels, rain harvesting devices, and related appurtenances.

3.12. Temporary Structures. Except for construction and sales purposes, no tent, shack, shed, or other temporary building, improvement, or structure will be placed on the Property without the prior written approval of the Architectural Control Committee; however, Temporary Offices and temporary structures necessary for the storage of tools and equipment or for office space for architects, Builders, and foremen during actual construction may be maintained with Declarant's approval, approval to include the nature, size, duration, and location of the Temporary Office or structure. If a structure is to be added, it must be placed in the rear yard behind a fence that shields it from view from the street and the adjoining lots. The Architectural Control Committee is entitled to determine, in its sole

and absolute discretion, whether an outbuilding constructed or placed on any Lot complies with the foregoing requirements relating to size, height, fence enclosure, and construction materials.

3.14. Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Control Committee will be permitted to remain on any Lot, or in the street, so as to be visible from an adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks larger than a three-quarter (3/4) ton pickup, boats, tractors, campers, wagons, buses, motorcycles, all-terrain vehicles, motor scooters, sports equipment (such as volleyball nets, soccer goals or portable basketball goals), and garden-maintenance equipment must be kept at all times, except when in use, in enclosed structures or screened from view, and no repair or maintenance work may be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures.

All vehicles parked within London Towne Homeowners Association shall also be maintained in a manner such that the appearance of the vehicles does not detract from the marketability and appearance of London Towne Homeowners Association. No automobiles or other above-mentioned articles or vehicles may be parked overnight on any roadway within the Property. No (a) racing vehicles or (b) other vehicles (including but not limited to motorcycles or motor scooters) that are inoperable or do not have a current license tag are permitted to remain visible on any Lot or to be parked on any roadway within the Subdivision. No commercial vehicles larger than a standard three-quarter (3/4) ton pickup truck or standard two-axle passenger van are permitted to remain on any Lot or to be parked on any roadway within the Subdivision. Except that Owners that are required to drive company vehicles are allowed to park the company vehicle in the driveway. All permanent or semi-permanent storage on a Lot (for example, in the street or the driveway) of such vehicles or items must be screened from public view. No driveways may be added to any Lot without the Architectural Control Committee approval.

Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash will be kept, stored, or allowed to accumulate on any portion of the Property unless it is within an enclosed structure or is appropriately screened from view.

3.15. Mobile Homes, Travel Trailers, and Recreational Vehicles. No mobile homes may be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers, or recreational vehicles may be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time.

3.16. Compliance with the Restrictions. Each Owner must comply strictly with the provisions of the Restrictions as amended from time to time. Failure to comply with any of the Restrictions constitutes a violation of this Declaration and gives rise to a cause of action to recover amounts due for damages or injunctive relief or both, maintainable by the Declarant, the Architectural Control Committee, the Board on behalf of the Association, an aggrieved Owner, or, if applicable, any Municipal Utility District having jurisdiction over the Property.

3.17. Liability of Owners for Damage to Common Area and Facilities. No Owner will in any way alter, modify, add to, or otherwise perform any work on the Common Area and Facilities without the prior written approval of the Board. Each Owner is liable to the Declarant, the Association, the Owners, or any public agency, authority, or utility if the Common Area and Facilities have been dedicated or otherwise conveyed to any of these parties, for any and all damages to (a) the Common Area and Facilities or (b) any Improvements constructed on any Lot, the maintenance of which has been assumed by any of these parties, which damages were caused by the neglect, misuse, or negligence of an Owner or the Owner's family, or by any tenant or other occupant of the Owner's Lot, or any guest or invitee of the Owner. The full cost of all repairs of the damage will be an Assessment against the Owner's Lot, secured by a lien against the Owner's Lot and collectible in the same manner as provided for in Section 8.06, including but not limited to foreclosure of the lien.

3.18. Basketball Goals—Permanent and Portable. Permanent basketball goals are allowed but must be approved by the Architectural Control Committee before installation. The metal pole must be permanently installed in the ground at least twenty-five (25) feet back from the curb. The permanent basketball goal must be properly maintained and painted, with nets kept in good repair. Portable goals may be used, but they must be stored in an enclosed structure or screened from view at all times when not in use.

3.19. Decorations. Decorations and lights for holidays may be put up no sooner than forty-five (45) days before the holiday and must be removed no later than fourteen (14) days after the holiday. Christmas lights may not be kept on the house year-round.

3.20. Security Cameras. No Owner's security cameras shall be allowed to be pointed into a neighbor's yard, neighbor's window, or fenced area of another owner's property. The security camera must be viewing the Owner's yard only in public areas.

3.21. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of the restrictive covenants, terms, or provisions assumes all risks of their validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless if they are held to be invalid or unenforceable.

ARTICLE 4 USE AND CONSTRUCTION RESTRICTIONS

4.01. Approval for Construction. No Improvements will be constructed on any Lot without the prior written approval of the Architectural Control Committee.

4.02. Use. All Lots, unless dedicated to the Association as Common Area and Facilities, will be improved and used solely for single-family residential use, inclusive of an attached private garage for not more than four (4) cars, fencing, and other Improvements as are necessary or customarily incident to residential use. Unless a Lot (or Lots) has (or have) been specifically developed for attached single-family Living Units, all Lots will be used solely for detached single-family Living Units. Declarant, in declarant's sole discretion, may utilize a Lot(s) and/or Living Unit(s) for commercial purposes, including but not limited to model home sites, display and sales offices, temporary storage of construction trailers and equipment, until the Lot(s) and/or Living Unit(s) on it has been conveyed. After the conveyance occurs, the Living Unit will be used for residential purposes as outlined in this Section. Despite any provision of this Declaration to the contrary, a Builder may use a select number of Lots owned by the Builder for Temporary Offices within the Subdivision.

4.03. Rentals. Nothing in this Declaration will prevent the rental of any Lot and the Improvements on it by the Owner for residential purposes, provided that all rentals must be for terms of at least six (6) months.

4.04. Dwelling Height. No single-family dwelling greater than two (2) stories in height may be constructed on any Lot without the prior written approval of the Architectural Control Committee.

4.05. Fences and Sidewalks and Sight-Line Obstruction. Unless otherwise approved by the Architectural Control Committee, all fences wood, brick or similar materials are allowed, and chain-link fences of any type are prohibited. No fences shall be constructed forward of the front wall of any residence in violation of the traffic safety sight lines regulated by the City of Corpus Christi, unless approved in writing by the Architectural Control Committee. Any fence fronting on a street must be constructed of finished surface facing the street. The Architectural Control Committee has the right to approve deviations from these requirements relating to the style and materials to be used based on the location of the Property. It is the intent to maintain visual continuity, especially along streets. Any fence located within nine (9) inches of the property line of any Lot shall be presumed to be located within a reciprocal easement hereby created between the Owners of such adjacent Lots, regardless of which Owner constructed such fence, and such fence in no way shall be construed as an encroachment upon either lot within such area.

No fence, wall, hedge, or shrub planting that obstructs sight lines will be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended. The same sight-line limits will apply on any Lot within ten (10) feet from the intersection of street property lines with the edge of a driveway or alley pavement. No tree will be permitted to remain

within such distance of these intersections, unless the foliage is maintained at sufficient height to prevent obstruction of the sight lines.

4.06. Dwelling Size; Building Materials. No building shall be permitted on any lot unless it complies with the following:

(a) No dwelling garage or appurtenant building shall exceed two (2) stories in height.

(b) The enclosed ground floor area of the main dwelling of any **one-story single-family residence**, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain the following minimum square feet:

| <u>Type</u> | <u>Lot</u> | <u>Square Feet</u> |
|-------------|---|--------------------|
| Type I | Lots 1-13/Block 20; Lots 2-17/Block 17; Lot 2/ Block 19 | 1,400 |
| Type II | Lots 1-13/Block 2; Lots 1-2/Block 3; Lots 2-27/ Block 7 | 1,700 |
| Type III | Lots 2-15/ Block 4; Lots 2-9/Block 9 | 2,100 |

(c) The enclosed ground floor square footage and the total square footage of the main dwelling of any **two-story single-family residence**, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall be as follows:

| <u>Type</u> | <u>Lot</u> | <u>Square Feet</u> |
|-------------|---|---|
| Type I | Lots 1-13/Block 20; Lots 2-17/Block 17; Lot 2/ Block 19 | 800 1st floor 1,000 2nd floor 1,800- Total SF |
| Type II | Lots 1-13/Block 2; Lots 1-2/Block 3; Lots 2-27/ Block 7 | 1,000 1st floor 1,200 2nd floor 2,200- Total SF |
| Type III | Lots 2-15/ Block 4; Lots 2-9/Block 9 | 1,200 1st floor 1,200 2nd floor 2,400-Total SF |

4.07. Alteration or Removal of Improvements. Any construction, other than normal maintenance, that in any way alters the exterior appearance of any Improvement or the removal of any Improvement, will be performed only with the prior written approval of the Architectural Control Committee.

4.08. Garbage Containers. All trash cans shall be set out and put up on the day of trash collection only. All trash cans shall be stored out of view of the street and none shall be stored on a driveway and should be put in the garage, side yard, back yard, or behind the front wall of each home.

4.09. Drainage. There will be no interference with the established drainage patterns over any of the Property, except by Declarant or any Builder, unless adequate provision is made for proper drainage and the Architectural Control Committee approves the provision. Driveways cannot be added or extended to block drainage.

4.10. Construction Activities. This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) on any Lot within the Property. Specifically, no construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that the construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If construction on any Lot does not conform to usual practices in the area as determined by the Architectural Control Committee in its sole good-faith judgment, the Architectural Control Committee will have the authority to seek an injunction to stop the construction. In addition, if during the course of

construction on any Lot there is excessive accumulation of debris of any kind that would make the Lot or any portion of it unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Control Committee may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection with removal.

4.11. Exterior Walls. The first-floor exterior walls of each main dwelling shall meet the following minimum masonry requirements for each respective Lot, which shall include but shall not be limited to, natural stone, brick or stucco, or a veneer of any of them. The use of fiber-cement or masonry or concrete impregnated siding products do not satisfy the masonry requirement:

| <u>Type</u> | <u>Lot</u> | <u>Exterior Walls</u> |
|-------------|---|--------------------------|
| Type I | Lots 1-13/Block 20; Lots 2-17/Block 17; Lot 2/ Block 19 | Front Walls |
| Type II | Lots 1-13/Block 2; Lots 1-2/Block 3; Lots 2-27/ Block 7 | Front Walls & Side Walls |
| Type III | Lots 2-15/ Block 4; Lots 2-9/Block 9 | Front Walls & Side Walls |

No asbestos siding may be used for walls or trim, but asbestos may be used in sheeting form if approved by the Committee.

(a) **Exterior Colors.** The Architectural Control committee must approve the exterior colors of any portion of the improvements.

(b) **Exterior Modification.** No modification of any kind to the exterior of the Home, either to the structure or the appearance thereof, including, but not limited to, the walls, roof, windows and doors, the color of exterior walls, roof, windows, doors and trim, awnings, covering patios or lanai, mechanical devices, flags, or storage structures (other than those addressed in 4.14) shall be made without first obtaining the express written consent of the Architectural Control Committee which is charged with requiring compliance with this Declaration and any Rules and Regulations adopted by the Association pursuant to Article IX herein and the Bylaws of the Association.

4.12. Roof. The pitch of the roof of each main building and all outbuildings, either attached or detached, a minimum of 5/12 roof pitch or as approved by the Committee, and in no event will flat roofs be permitted. Roofs may be of tile, fiberglass or composition materials, but if composition materials are used, same may not be less than 220-pound weight.

4.13. Foundations. On all main buildings and on all outbuildings, either attached or detached, all foundations must be of concrete and must be fully enclosed at the perimeter.

4.14. Garages. No carports shall be allowed. Each lot must have a detached or attached 2-automobile garage constructed as part of any dwelling built thereon.

4.15. Covered Patios, Lanai and Improvements. All storage units, barns, outbuildings, covered patios, lanais, fences and/or other improvements must be approved by the Architectural Control Committee prior to construction.

4.16. Facing of Residences and Garages. Except as provided herein, houses or residences on corner Lots may face the street from which the front of the home faces the narrowest Lot dimension, unless alternate facing is authorized by the Architectural Control Committee. "Front turn-in" and "front-load" garages are permitted.

4.17. Location of Improvements Upon the Lot. No building shall be located on any Lot nearer to the front Lot line or side street Lot line than the minimum Building Set Back Lines shown on the Recorded Plat. If a Building Plot consists of more than one Lot then the ownership boundary lines shall be considered the exterior Lot lines as referred to herein.

4.18. Zoning and Specific Restrictions. This Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions of record. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, restrictions of record, or this Declaration shall be taken to govern and control.

4.19. Mailboxes. If individual mailboxes are allowed on the Property, all must be approved by the Architectural Control Committee.

4.20. Zero Lot Line Property. [Intentionally Omitted]

4.21. Landscaping. The front and side yards of all Lots, from the front wall of the house, will be fully sodded with St. Augustine, Bermuda, Prairie Buffalo Grass, or other sod, drought-resistant landscaping, or water-conserving natural turf approved by the Architectural Control Committee.

No more than 30 days after the later of (i) substantial completion of construction of any dwelling and (ii) conveyance of the Lot to a third-party purchaser by the builder, the Owner thereof will complete the following: (1) Owner will install a complete grass covering in all areas of the lot between the street in front thereof and the location of the front edge of the foundation, including any side yards, and (2) plant in the front yard of the Lot the following trees and bushes:

| Type | Lot | Landscape Requirement |
|----------|---|---|
| Type I | Lots 1-13/Block 20; Lots 2-17/Block 17; Lot 2/ Block 19 | 1) 1-6' (2" Caliper) tree 2) 12 Bushes |
| Type II | Lots 1-13/Block 2; Lots 1-2/Block 3; Lots 2-27/ Block 7 | 1) 1- 1 1/2" -1 3/4" 15-gallon oak tree 2) 12- 1-gallon bushes planted in flower beds with mulch and approved edging |
| Type III | Lots 2-15/ Block 4; Lots 2-9/Block 9 | 1) 2- 1 1/2" -1 3/4" 15-gallon oak tree 2) 12- 1-gallon bushes planted in flower beds with mulch and approved edging |

EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY, OR FITNESS FOR INTENDED PURPOSES OF ANY TREES OR SHRUBS LOCATED ON A LOT. Further, the Landscaping Requirements regarding the type and size of the trees planted in the front yard of a Lot may be varied with the pre-approval of the Architectural Control Committee as provided in Section 7.09 hereinbelow.

**ARTICLE 5
COMMON AREA AND FACILITIES**

5.01. Common Area and Facilities. No land within any Common Area and Facilities will be improved, used, or occupied, except in the manner approved by Declarant, in its sole and absolute discretion. This required approval will extend to the nature and type of use, occupancy, and improvement. Declarant may, by written instrument, delegate its right to grant this approval to the Board. Access to any Common Area and Facilities may be limited to Persons currently paying Assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to non-owners, all on the terms and conditions determined by Declarant in its sole and absolute discretion.

5.02. Owners' Easement of Enjoyment. Every Owner shall have a 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) Subject to the required notice and hearing provided for in Chapter 209 of the Texas Property code, the right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an Owner

for 1) any period during which any assessment against his Lot remains unpaid, and 2) a period not to exceed one hundred eighty (180) days for any infraction of its published rules and regulations; and,

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

5.03. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to his respective Limited Common Area and the General Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

5.04. Maintenance. Declarant may, but will not be obligated to, in its sole discretion, maintain the Common Area and Facilities at its own cost and expense. If Declarant elects not to maintain the Common Area and Facilities, maintenance of any Common Area and Facilities will be the obligation of the Association and will be governed by Section 6.05, and Assessments may be levied on the Owners under Article 8. Under no circumstances will Declarant be liable to the Owners, the Association, or any other Person for maintaining or failing to maintain the Common Area and Facilities.

5.05. Condemnation. If all or any part of the Common Area and Facilities is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), Declarant, or the Association, if applicable, will be entitled to participate in the proceedings incident to the taking or threatened taking. The expense of participation in the proceedings by the Association will be a common expense to be paid out of Assessments. The Association is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other Persons as the Association, in its discretion, deems necessary or advisable to aid it in any matters relating to the proceedings. All damages or awards for any taking will be the property of Declarant, or, if applicable, deposited with the Association. The Association, if applicable, in addition to the general powers set forth in this Declaration, will have the sole authority to determine whether to contest or defend any proceedings, to make any settlement with respect to any proceedings, or to convey the property to the condemning authority in lieu of condemnation.

ARTICLE 6 THE ASSOCIATION

6.01. Organization. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Certificate of Formation and Bylaws or in this Declaration. Neither the Certificate of Formation nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association will not be dissolved without the written consent of at least ninety percent (90%) of the Members entitled to vote.

6.02. Membership. Any Person who is or who becomes an Owner will automatically become a Member of the Association and be subject to Assessment. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot, which is subject to assessment.

6.03. Voting Rights. There will be two classes of membership for the purpose of voting on any Association matter.

Class A. The Class A Members will include each Owner (excluding Declarant) of a Lot within the Property, and each Owner will have one (1) vote for each Lot owned. However, all voting rights for Class A members shall be suspended and not in effect until Class B membership has ceased. When more than one (1) person holds an interest in any Lot all such persons shall be members. The vote for such Lots shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. As provided by the Articles of Incorporation for the Association, if requested by the Association, multiple owners must designate in writing one owner to exercise the single vote attributable in the jointly owned Lot.

Class B. The Class B Member will be Declarant, and Declarant will have one (1) vote for each Lot it owns, including any Lots owned by Declarant for any land annexed pursuant to the annexation provisions herein. The Class B Membership will convert to a Class A Membership when:

(a) Declarant has conveyed all Lots to bona fide third-party purchasers unless Declarant conveys the land and designates the purchaser as “Declarant”; or

(b) Declarant voluntarily converts the Class B Membership to a Class A Membership by written instrument recorded in the real property records of Nueces, Texas, whichever occurs first.

6.04. Powers and Authority of the Association. The Association will have the powers of a Texas nonprofit corporation, subject only to the limitations expressly set forth in this Declaration. It will further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, will have the following powers and authority:

(a) Rules and Bylaws. To make, establish, promulgate, amend, repeal, and re-enact the Association Rules and Bylaws. The content of the Association Rules and Bylaws may be established by the Board, provided that they do not conflict with this Declaration.

(b) Insurance. To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association’s functions.

1. Public Liability Insurance. The Association shall obtain broad form public liability insurance protecting the Association, the Board of directors, Officers, Employees and/or Agents of such Association, in a combined single limit amount of not less than One Million and No/100 Dollars (\$1,000,000.00), or such other comparable insurance as the Association deems desirable. The Association may also include coverage for individual Owners for occurrences on the common Area. Premiums for public liability insurance shall be part of the common expense payable out of annual assessments provided herein. Each Owner shall be responsible for his own personal liability insurance for areas within the exclusive use and occupancy of such Owner. The Association may secure such other forms of insurance coverage as the Board of Directors may from time to time direct, to be paid as a common expense.

2. Limitations on Hazards. Under no circumstance shall an Owner permit or suffer anything to be done or left in his home which will increase the insurance rate on the Common area, other than an endorsement for Tenant occupancy or Vacancy.

3. Common Area. The Association shall have the authority but is not required to procure and maintain fire and extended coverage for any improvements located on Common Area in an amount sufficient to cover the full replacement cost thereof.

4. Other Insurance. The Association shall have the authority, but is not required, to procure whatever other forms of types of insurance, including Director’s Officer’s liability insurance or Fidelity Bonds, as it deems desirable.

(c) Records. To keep books and records, including financial records, of the Association’s affairs.

(d) Assessments. To levy Assessments as provided in Article 8. An Assessment is defined as the amount that must be levied in the manner and against the property set forth in Article 8 in order to raise the total amount for which the levy in question is being made.

(e) Right of Entry and Enforcement. To enter at any time in an emergency, or in a nonemergency after twenty-four (24) hours’ written notice, without being liable to any Owner, on any Lot and into any Improvement on a Lot, for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry

on any Lot and the maintenance and repair work conducted on it will be a personal obligation of the Owner of the Lot entered on, will be a lien on the Lot entered on and the Improvements on the Lot, and will be enforced in the same manner and to the same extent as provided in Article 8 for regular Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents to it, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens, and take all action as it may deem necessary or expedient to enforce the Restrictions; however, the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, any Builder, and any of their respective successors and assigns.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

6.05. Common Area and Facilities. Subject to and in accordance with this Declaration, the Association, acting through the Board, will have the following duties:

(a) To accept, own, operate, and maintain all Common Area and Facilities that may be conveyed or leased to it by Declarant, together with all Improvements of any kind and for any purpose that may be located in those areas, and to accept, own, operate, and maintain all other property, real or personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association. Such maintenance will include, but will not be limited to, painting, mowing, and removing rubbish or debris of any kind.

(b) To pay all real property taxes, personal-property taxes, and other taxes levied on or with respect to Common Area and Facilities or any other property owned by or leased to the Association to the extent that the taxes are not levied directly on the Members of the Association. The Association will have all rights granted by law to contest the legality of the amount of the taxes.

(c) To take out and maintain current a policy of liability-insurance coverage to cover accidental bodily injury or death caused by the use and enjoyment of the Common Area and Facilities. This insurance will be in an amount as the Board deems appropriate.

(d) The Common areas shall be exempt from the Assessments created herein.

ARTICLE 7 ARCHITECTURAL CONTROL COMMITTEE

7.01. Architectural Control Committee. Except as to those improvements constructed by Declarant or Declarant's Authorized Builders (as hereinafter defined) no building shall be erected, remodeled, placed, or altered on any Lot until the plans, specifications for all improvements, and the plot plan showing the location of all improvements, have been approved, in writing, by the Architectural Control Committee as to conformity and harmony of external design with existing structures in the subdivision, and, as to location of the improvements, with respect to the topography and finished ground elevations, and, as to compliance with this Declaration.

7.02. Membership of Architectural Control Committee. The Architectural Control Committee will consist of not more than three (3) voting Members ("Voting Members") and any additional nonvoting Members serving in an advisory capacity ("Advisory Members") that the Voting Members deem appropriate. The following Persons are designated as the initial Voting Members of the Architectural Control Committee: Fred Braselton and Barton H. Braselton.

7.03. Action by Architectural Control Committee. Items presented to the Architectural Control Committee will be decided by a majority vote of the Voting Members. A majority of the Architectural Control Committee may designate any one of its members to exercise from time to time any and all of the powers herein granted.

7.04. Advisory Members. The Voting Members may from time-to-time designate Advisory Members.

7.05. Term. Each Voting Member of the Architectural Control Committee will hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided in this Declaration. If any Voting Member dies or resigns, the remaining Voting Member or Voting Members will have full authority to act until a replacement Voting Member or Voting Members have been designated. The Declarant shall have the authority to name another person or persons to fill the vacancy on such Architectural Control Committee. In the absence of action by Declarant for thirty (30) days after a vacancy occurs, the remaining member or members of the Architectural Control Committee shall have the power to exercise such appointment.

7.06. Declarant's Rights of Appointment. Declarant and its successors or assigns will have the right to appoint and remove all Voting Members of the Architectural Control Committee. Declarant may delegate this right to the Board by written instrument recorded in the office of the County Clerk of Nueces County, Texas. After the Declarant delegates this right, the Board will have the right to appoint and remove all Voting Members of the Architectural Control Committee.

7.07. Adoption of Rules. The Architectural Control Committee may adopt any procedural and substantive rules, not in conflict with this Declaration, that it deems necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

7.08. Review of Proposed Construction. Final plans and specifications must be submitted in duplicate to the Committee for approval or disapproval prior to the start of any construction. At such time as the plans and specifications meet the approval of the Committee, one complete set of such plans and specifications will be retained by the Committee and the other complete set will be marked "Approved," and returned to the Lot owner. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. In the event such plans and specifications are not submitted, or in the event construction is not in conformity with approved plans and specifications, the owner, contractor and/or builder of said Lot and/or improvements agrees and covenants to conform such construction to the requirements of these RESTRICTIVE COVENANTS and the Architectural Control Committee.

The Architectural Control Committee will not be responsible for reviewing any proposed Improvement, nor will its approval of any Plans or Specifications or inspection of any construction in progress be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes. Neither the Committee nor any individual member or members thereof shall have any liability to any party for any reason by virtue of any action taken pursuant to these Restrictions, and all owners of all Lots within said subdivision hereby expressly waive and relinquish all claims or causes of action against said Committee and its members.

7.09. Variance. The Architectural Control Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Control Committee, in its sole and absolute discretion, the variance will not impair or detract from the high-quality development of the Property and the variance is justified due to unusual or aesthetic considerations or unusual circumstances. Despite anything to the contrary in this Declaration, the Architectural Control Committee is authorized, at its sole discretion, to waive any requirements relating to garages (including size), carports, dwelling size, masonry requirements, fences, landscaping, and setbacks; and, the decision will be binding on all Owners of Property encumbered by this Declaration. All variances must be evidenced by written instrument in recordable form, and must be signed by all of the Voting Members of the Architectural Control Committee. The granting of a variance will not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and a variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Declaration.

7.10. Actions of the Architectural Control Committee. The Architectural Control Committee may, by a resolution unanimously adopted in writing, designate one (1) or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of a designation, the vote of the majority of all of the members of the Architectural Control Committee taken without a meeting will constitute an act of the Architectural Control Committee. Despite anything to the contrary, if the Architectural Control Committee fails to respond to a request for approval of Plans and Specifications within thirty

(30) days of receiving all required information, and if no suit to rejoin the construction is commenced prior to the completion of such construction, the Architectural Control Committee will be deemed to have approved the Plans and Specifications.

7.11. No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Control Committee will not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or any other matter subsequently or additionally submitted for approval or consent by the same or a different Person.

7.12. Work in Progress. The Architectural Control Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

7.13. Address. Plans and Specifications will be submitted to the Architectural Control Committee at 5337 Yorktown Blvd. Suite 10D, Corpus Christi, Texas 78413, or at any other address as may be designated from time to time.

7.14. Fees. No member of the Architectural Control Committee shall be entitled to any compensation for services performed. However, the Architectural Control Committee will have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE 8 FUNDS AND ASSESSMENTS

8.01. Assessments.

(a) Each Owner of any Lot, save and except the Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) the Working Capital Fund Fee. No Assessments under this Declaration will be levied against any Lot unless a completed single-family residence has been constructed on the Lot. Neither the Declarant nor any Builder will be charged Assessments.

(b) The covenant in this section shall not constitute a guarantee or promise of any kind by Declarant to pay any assessment, or any other obligation of any Owner other than Declarant, and Declarant shall have no assessment obligation beyond that set forth in this Article IV. The annual and special assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, 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. The Association will bill for and collect the annual assessment from each Owner annually, unless the Association decides otherwise.

(c) Each unpaid Assessment, together with the interest on it and the costs of collection, will be the personal obligation of the Owner of the Lot against which the Assessment fell due, and will become a vendor's lien against the Lot and all Improvements on it. The Association may enforce payment of Assessments in accordance with the provisions of this Article.

8.02. Purpose of Assessments. The Board will establish an account ("Common Fund"); all moneys paid to the Association will be deposited into the Common Fund, and disbursements will be made from them in performing the functions of the Association under this Declaration. The Common Fund will be maintained and used for the recreation, operation, repair, and maintenance of all Common Area. The funds of the Association deposited into the Common Fund must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

8.03. Maximum Annual Assessment. Except as provided in Section 8.13, the maximum annual assessment shall be as provided in Section 8.04 of this Article, and such annual assessment may be increased as follows:

1. From and after January 1, 2022, the maximum annual assessment per lot may be increased each fiscal year not more than ten percent (10%) above the maximum annual assessment for the previous year by action of the Board of Directors of the Association and without a vote of the membership.
2. From and after January 1, 2022, the maximum annual assessment per Lot may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a special meeting duly called for this purpose.

8.04. Regular Annual Assessments. Annual assessments shall be fixed at the following initial rates for the various Lots:

| <u>Type</u> | <u>Lot</u> | <u>Assessments</u> |
|-------------|---|--------------------|
| Type I | Lots 1-13/Block 20; Lots 2-17/Block 17; Lot 2/ Block 19 | \$240/year |
| Type II | Lots 1-13/Block 2; Lots 1-2/Block 3; Lots 2-27/ Block 7 | \$300/year |
| Type III | Lots 2-15/ Block 4; Lots 2-9/Block 9 | \$360/year |

Any special assessment shall be assessed for each Lot pro rata based on the amount of annual assessment paid for the particular Lot.

8.05. Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments to enable the Board to carry out the mandatory functions, such as construction, reconstruction, repair or replacement of capital improvement upon the Common Area, including fixtures and personal property related thereto, of the Association under the Restrictions on the approval of at least two-thirds (2/3) of the Members at a meeting called for that purpose, by adequate notice, with at least fifty percent (50%) of the Members or their proxies present at the meeting. If fifty percent (50%) of the Members do not attend, a second meeting may be called with the same notice and the quorum needed for the second meeting will be thirty percent (30%) of the Members or their proxies.

8.06. Date of Commencement of Annual Assessments and Due Dates. Except as specifically provided in Section 8.01 of this Article concerning Declarant, the annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Lot by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of Directors shall fix the amount of subsequent annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period (except that the assessments for the first such period need not be fixed within such time period). Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless and until the Board of Directors establishes otherwise, the due date for the assessment payment shall be January 31. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer, or a managing agent, if any, of the Association setting forth whether the assessments on a specified Lot have been paid.

8.07 Owner’s Personal Obligation for Payment of Assessments. The regular Assessments provided for in this Declaration will be the personal and individual debt of the Owner of the Lot covered by the Assessments. No Owner may exempt itself from liability for the Assessments.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, then it shall bear interest from the due date at the lesser rate of 1) the highest rate allowed by law or 2) eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner’s Lot, the interest, costs and reasonable attorney’s fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise

escape liability for the assessments provided herein by non-use of the Common Area, or abandonment of his Lot, or by renunciation of membership in the Association.

8.08. Assessment Lien and Foreclosure. The Association shall be bound by and shall follow all laws concerning enforcement of remedies for nonpayment of Assessments including those contained in Texas Residential Property Owners Protection Act of the Texas Property Code. All amounts assessed in the manner provided in this Article but unpaid will, together with interest as provided in Section 8.06 and the cost of collection, including attorney fees as provided in this Declaration, become a continuing lien and charge on the Lot covered by the Assessment that will bind the Lot in the hands of the Owner and the Owner's heirs, devisees, personal representatives, successors, or assigns. To evidence the Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the officers of the Association and will be recorded in the office of the County Clerk of Nueces, Texas. The lien for payment of Assessments will attach with the priority above set forth from the date that the payment becomes delinquent.

The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

(a) Foreclosure of the assessment lien. However, the Association may not file an application for an expedited court order authorizing foreclosure of the Association's assessment lien or a petition for judicial foreclosure of the Association's assessment lien until the Association has (i) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's assessment lien, and (ii) provided each such lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the Association mails the notice. The notice to lienholders must be sent by certified mail to the address for the lienholder shown in the deed of trust burdening the Lot(s) subject to the Association's assessment lien.

1. If foreclosure is sought, one method of enforcement and foreclosure of such assessment liens, although not to the exclusion of other means of enforcement, shall be by the Association appointing, in writing, a trustee, and upon requesting the trustee to foreclose the lien, the trustee shall do the following:

- a. Advertise the time, place, and terms of sale and mail notices as required by Section 51.002, Texas Property Code, as then amended, and otherwise comply with the Texas non-judicial foreclosure statutes;
- b. Sell all or part of the property to the purchaser with a general warranty binding the defaulting Owner; and
- c. From the proceeds of the sale, pay, in this order:
 1. Expenses of foreclosure, including a reasonable commission to Trustee;
 2. To the Association, the full amount of principle, interest, attorney's fees, and other charges due and unpaid;
 3. Any amounts required by law to be paid before payment to the defaulting Owner; and
 4. To the defaulting Owner, any balance.

(b) Recovery of a personal judgment against the Current Owner and, where different, from the Delinquent Owner or from the Current Owner only, for all amounts owing arising from the unpaid Assessments and their collection, including all attorney fees and costs.

The Association will have the power to bid on the property at a foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with it. On the written request of any Mortgagee, the Association

will report to the Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after they are due.

If any of the property is sold under this lien, the defaulting Owner shall immediately surrender possession to the purchaser. If the defaulting Owner fails to do so, the defaulting Owner shall become a tenant at will of the purchaser, subject to an action for forcible detainer. Recitals in any trustee's deed conveying the property will be presumed to be true. Notwithstanding anything contained herein to the contrary, an Owner may give to the Association, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

8.09. Subordination of the Lien to Mortgages. This lien will be superior to all other liens and charges against the Lot, except for tax liens and all amounts unpaid on a Mortgage lien of record of first or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or improvement of the Lot in question. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Association. The lien of the assessments provided for herein shall be subordinate and inferior to any mortgage, vendor's lien, deed of trust or other security instrument which secures any loan made by any lender to an Owner or Declarant for any part of the purchase price of any Lot and the improvements thereon, if improved, when the same is purchased, or for any part of the cost of constructing, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot to be utilized for residential purposes or a Texas Home Equity Loan made pursuant to Article 16, Section 50, of the Texas constitution, and which mortgage, vendor's lien, deed of trust or other security instrument is filed for record prior to the date on which payment of any such charges or assessments become due and payable. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot 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 the Owner of the Lot from liability for any assessments thereafter becoming due or from the lien thereof.

8.10 Association Budget Deficits. If, at any time during the five-year (5-year) period following the date this Declaration is recorded, the amounts collected by the Association under this Article prove inadequate to fund the Association's obligations under this Declaration, then Declarant will be obligated to fund the deficits in the Association's budget until there are enough Members of the Association regularly paying Assessments in order to provide the Association with sufficient funds to satisfy the Association's obligations and fund the Association's budget, including reasonable reserves.

8.11 Except Property. All property dedicated to, and accepted by, a local public municipality or authority, and the Common Area shall be exempt from the assessments created therein. However, no land or improvements devoted to single family occupancy shall be exempt from said assessments.

8.12 Reserves and Surplus. The Association may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary to be desirable for the greater financial security of the Association and the effectuation of its purpose. The Association shall not be obligated to spend in any fiscal year all of the sums collected in such year, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the annual assessments in the succeeding year but may carry forward same from year to year.

8.13 Working Capital Fund Fee. Notwithstanding anything contained herein to the contrary, Declarant shall establish a working capital fund to assist the Association in meeting unforeseen expenditures, make capital improvements or to purchase any additional equipment or services. Any amounts paid into this fund should not be considered as advance payments of regular annual assessments. At the time of the initial sale of a Lot upon which there is a home with a Certificate of Occupancy issued by the City of Corpus Christi, the third-party purchaser shall pay a one-time working capital fee equal to 100% of the then annual assessment for the Lot. Upon any subsequent conveyance of the Lot, the new purchaser shall not be required to pay into the fund.

8.14 Reimbursement to Declarant for Capital Improvements. In the event Declarant constructs capital improvements on any part of the Common Area, Declarant shall have the unilateral right to declare a special assessment sufficient to reimburse Declarant for the actual cost incurred by Declarant in the construction of the capital

improvements, including any design and engineering costs. The period for reimbursement shall not be longer than five (5) years.

8.15 Transfer Fee. Upon the sale of any Lot, the Association shall have the power to charge a reasonable transfer fee to the purchaser to help defray the costs of issuing a resale certificate and the additional bookkeeping expense involved in transferring ownership.

ARTICLE 9 EASEMENTS

9.01. Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made before the Property became subject to this Declaration are incorporated by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration and will be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the easements for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, easements for public-utility purposes (including but not limited to gas, water, electricity, telephone, and drainage) in favor of any Person along any front, rear, or side boundary line of any Lot, which easements will have a maximum width of ten (10) feet (however, easements alongside yard lot lines will straddle the lot lines with five (5) feet on each of the adjoining Owner's Lots).

9.02. Installation and Maintenance. There is by this Declaration created, for the benefit of the City and other governmental entities and public utilities with jurisdiction over or providing utility services to the Subdivision, an easement on, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities (including but not limited to water, wastewater, gas, telephones, electricity lines, and related appurtenances) and for conducting authorized official governmental business. By virtue of this easement, it will be expressly permissible for the utility companies and other entities supplying utility service to install and maintain pipes, wires, conduits, service line, or other utility facilities or appurtenances on, above, across, and under the Property, within the public-utility easements from time to time existing and from service lines situated within the easements to the point of service on or in any Improvement. Despite any provision contained in this Section, no electrical lines, water lines, or other utilities or appurtenances may be relocated on the Property until approved by Declarant or the Architectural Control Committee. The utility companies furnishing services to the Subdivision and governmental entities conducting authorized official governmental business within the Property will have the right to remove obstructions situated within the utility easements shown on the Plat that are obstructing or otherwise precluding accomplishment of the authorized official governmental business, and to trim overhanging trees and shrubs located on portions of the Property abutting the easements. If the City is required to remove any obstructions in order to accomplish any authorized governmental business within the Property, then the City may assess the reasonable costs and expenses required for the removal to the Association, and the Association will be reimbursed, on written demand, for all costs and expenses from the Owner of the Lot(s) on which the obstructions were located. Any reimbursement required to be paid by any Owner under this Declaration will be deemed a regular Assessment of the Owner and will be paid in accordance with, and secured by the lien described in, Article 8.

9.03. Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Control Committee require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There will be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Control Committee.

9.04. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area will be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of this vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any of these easement areas.

9.05. Access. Such easements shall be for the general benefit of the subdivision and the property owners thereof, and are reserved and created in favor of any and all utility companies entering into and upon said subdivision, except that nothing set out above shall prohibit the use of such easements or rights of way by abutting owners for the construction of fences, walks or drives, provided no permanent structures are built thereon, and provided no damages shall accrue to the City of Corpus Christi or any utility company because of the removal and non-replacement of all or any portion of such improvements for the purpose of satisfactorily operating utilities in such easements or rights-of-way. All builders who are constructing a home in the subdivision shall specifically have the right of access over and across any given Lot to install and activate utilities for the Lot which they are building on even though the untidy source may be located on a Lot other than the benefitted Lot.

9.06. Common Area and Facilities. Each Owner will have a nonexclusive easement for use and enjoyment in and to all Common Area and Facilities, which will be appurtenant to and will pass with title to each Owner's Lot, subject to the following rights:

(a) The right of the Association, after notice and hearing if required by law, to suspend the Owner's right to use the Common Area and Facilities for any period during which an Assessment against the Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association.

(b) The right of Declarant or the Association, as applicable, to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority, or utility for any purposes and subject to any conditions as may be deemed reasonable by Declarant, in its sole discretion, or, in the case of the Association, approved by a two-thirds (2/3) vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, with the same quorum as required for Special Assessments.

(c) The right of the Association to borrow money for the purpose of improving the Common Area and Facilities and, in furtherance of this purpose, to mortgage the Common Area and Facilities, all in accordance with the Certificate of Formation and Bylaws.

(d) The right of Declarant or the Association, as applicable, to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities.

(e) The right of Declarant or the Association, as applicable, to contract for services with third parties on any terms as Declarant or the Association may determine.

9.07. Self-Help Easement. Each Owner grants to the Declarant, Association, and Architectural Control Committee an easement on, over, and across its Lot for purposes of curing any violation of the restrictions, covenants, and obligations set forth in this Declaration.

ARTICLE 10 MISCELLANEOUS

10.01. Term. This Declaration, including all of its covenants, conditions, and restrictions, will be effective on the date this Declaration is recorded in the real property records of Nueces County, Texas, and will continue in effect for a period of forty (40) years, after which it will be automatically extended for successive periods of ten (10) years each, unless amended, or extinguished as set forth in Section 10.02.

10.02. Amendment; Extinguishment. This Declaration may be amended or extinguished only in accordance with the provisions of this Section. All provisions of this Declaration may be amended or extinguished by the recording in the real property records of Nueces County, Texas, of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment or extinguishment and certifying that the amendment or extinguishment has been approved by Owners entitled to cast at least seventy-five percent (75%) of the number of votes entitled to be cast under Section 6.03.

10.03. Notices. Any notice permitted or required to be given by this Declaration must be in writing. Unless otherwise required by law, the notice must be delivered to the Person to whom the notice is directed (1) in person, with written receipt received, (2) by U.S. mail, registered or certified, (3) by a nationally recognized overnight delivery

service, (4) by e-mail, or (5) by any other method required or permitted under the Declaration, Certificate of Formation, or Bylaws. If delivery is by U.S. mail, the notice will be deemed to have been given when deposited, properly addressed and with proper postage, with the U.S. Postal Service. If delivery is by e-mail, the notice will be deemed to have been given when the message is transmitted to the proper e-mail address. The address or e-mail address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Association.

10.04. Governing Law. The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration will be governed by and interpreted under the laws of the State of Texas.

10.05. Exemption of Declarant. Despite any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities will in any way be subject to the control of or under the jurisdiction of the Architectural Control Committee. Without in any way limiting the generality of the preceding sentence, this Declaration will not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of improvements, sales and leasing offices, and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the Property.

10.06. Non-liability of Architectural Control Committee and Board Members. The Architectural Control Committee, the Board, and their members will not be liable to the Association or to any Owner or to any other Person for any loss, damage, or injury arising from their being in any way connected with the performance of the Architectural Control Committee's or the Board's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Control Committee, the Board, or their members, as the case may be. The Association shall indemnify and hold harmless its Board of Directors, Officers, Employees and/or Agents from any and all liability in connection with such capacities, so long as the causes of liability were not the result of fraud or gross negligence.

10.07. Assignment of Declarant. Despite any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of these privileges, exemptions, rights, and duties.

10.08. Enforcement; Non-waiver. Except as otherwise provided in this Declaration, any Owner at its own expense, Declarant, the Association, and the Board will have the right to enforce any and all provisions of the Restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, by any proceeding at law or in equity. This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision. The failure to enforce any provision at any time will not constitute a waiver of the right to enforce the provision or any other provision in the future. Also, the violation of any of the Restrictions by an Owner or the Owner's family, guests, tenants, lessees, or licensees will authorize the Board, acting on behalf of the Association, to avail itself of any one or more of the following remedies in addition to any other available remedies:

(a) The imposition of a special charge not to exceed Twenty-Five Dollars (\$25.00) per violation, with a maximum fine of one-hundred dollars (\$100.00).

(b) The suspension of the Owner's rights to use any Common Area and Facilities or other Association property so long as a violation exists.

(c) Violation or breach of any provision herein contained shall give Declarant, or the Association, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon the land or as to which such violation or breach exist and summarily to abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions thereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of the Owners of the Lot within the Property to enforce this Declaration by appropriate judicial proceeding.

(d) The right to seek injunctive and any other relief provided or allowed by law against the violation and to recover from the Owner all of the Association's related expenses and costs, including but not limited to attorney fees and court costs. Before the Board may invoke the remedies provided above, it must give notice of the alleged violation to the Owner in the manner specified in Section 10.03 and must give the Owner an opportunity to request a hearing. If, after the hearing, or if no hearing is requested, after the deadline for requesting a hearing has passed, the Board determines that a violation exists, the Board's right to proceed with the listed remedies will become absolute. Each day a violation continues will be deemed a separate violation. All unpaid special charges imposed under this Section for violation of the Restrictions will be the personal obligation of the Owner of the Lot for which the special charge was imposed and will become a lien against the Lot and all Improvements on it. The liens will be prior to any declaration of homestead and the Association may enforce payment of the special charges in the same manner as provided in Article 8. Despite any provision in this Section to the contrary, the Board will not be required to afford an Owner a hearing before the filing of a lawsuit to collect past-due Assessments.

10.09. Authorization of Board. The Association shall be entitled to contract with any corporation, firm, person or other entity for the performance of the various duties imposed on the Association hereunder and the performance by any such entity shall be deemed the performance of the Association hereunder.

The Association's Board of Directors where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof.

The Association's Board of Directors, to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation, and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association's Board of Directors shall take into consideration the best interests of the Owners and of the Property to the end that the Property shall be preserved and maintained as a high-quality community.

In granting any permit, authorization, or approval, as herein provided, the Association's Board of Directors may impose any conditions or limitations thereon as it shall deem advisable under the circumstances in each case in light of the considerations set forth in the immediately preceding paragraph hereof.

10.10. Observance Hereof. Each grantee accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

10.11. Authorization of Board. Declarant hereby reserves the right, without the necessity of joining any Owner or Mortgagee to further amend this Declaration to meet any requirement of the Federal Housing Administration, Veteran's Administration, Federal Home Loan Mortgage Corporation, or Federal National Mortgage Association so long as declarant is the Owner of any Class B Membership as set forth Herein, and each Owner, by accepting conveyance of any Lot subject to this Declaration does hereby grant to Declarant a specific irrevocable power of attorney, which power is coupled with an interest, to execute and file for record any such amendments to this Declaration as may hereafter be necessary to meet the requirements of the said Federal Housing Administration, Veteran's Administration, Federal Home Loan Mortgage Corporation, or Federal National Mortgage Association.

10.12. Lienholder. The owners and holders of the only liens covering the Property, have executed this Declaration to evidence their joinder in, consent to, and ratification of the imposition of the forgoing covenants, conditions and restrictions. However, the joinder of the lienholder is not to be construed as a representation by the lienholder as to the adequacy of this Declaration or the Property in general, but instead their joinder is merely to evidence their consent to this Declaration. No violation of any restrictions or covenants herein shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided however,

that any mortgages in actual possession, or any purchaser at any mortgagee's foreclosure sale, shall be bound by and subject to this Declaration as fully as any Owner of any portion or the Property.

10.13. Construction. Any conflict between any construction or interpretation of the Association's Board of Directors or any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association's Board of Directors. The provisions of the Restrictions will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of a provision will not affect the validity or enforceability of any other provision or portion of a provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine, or neuter each includes the masculine, feminine, and neuter. All headings and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles in this Declaration.

ARTICLE 11 AMENDMENT

11.01. Material Amendments. The consent of the Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible mortgage holders (those holders of a first mortgage on a Lot which have requested the Association to notify them of any proposed action that requires the consent of a specified percentage of eligible mortgage holders) holding Mortgages on Lots which have at least fifty-one percent (51%) of votes of Homes subject to Mortgages held by eligible holders shall be required to add or amend any material provisions to this Declaration or to the Bylaws including those provisions which provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordinations of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Area;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Area;
- (f) Responsibility for maintenance and repair of the Common Area;
- (g) Annexation; provided, however, that Declarant's right to annex to the Property additional Lots or Common Area shall not be modified by amendment without Declarant's written consent;
- (h) Boundaries of any Lot;
- (i) Convertibility of Homes into Common Area or Common Area into Lot;
- (j) Leasing of Homes;
- (k) Imposition of any rights of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot;
- (l) A decision by the Association to establish self-management when professional management had been required previously by an eligible mortgage holder;
- (m) Restoration or repair of the improvements on the Common Area (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration;
- (n) Any action to terminate the legal status of the Property, in a manner other than that specified in this Declaration, after substantial destruction or condemnation occurs;

(o) Any provisions which are for the express benefit of First Mortgage holders, insurers, or guarantors of First Mortgages;

(p) Partition or subdivision of any Lot; and,

(q) By act or omission, seek to abandon, partition, subdivide, encumber, or transfer the Common Area, other than the granting of easements for public utilities or other public uses.

11.02. Time limit for Mortgage Disapproval. Any eligible mortgage holder which receives a written request to approve additions or amendments to the Declaration or Bylaws, and which does not deliver or post to the requesting party a response within thirty (30) days after the written proposal was mailed via certified mail-return receipt requested, shall be deemed to have approved such request.

11.03. General Amendments. Except as provided in Section I of this Article, and in Article (REGULATORY REQUIREMENTS), this Declaration may be amended by an instrument signed by Owners representing sixty-seven percent (67%) of the votes of the Association. Any amendment must be recorded. The Declarant shall have and reserves the right at any time, and from time to time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing, duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity, or inconsistency appearing herein, provided that any such amendment shall be consistent with and in conformity with the general plan of development as evidenced by this Declaration and shall not impair or affect the vested Property or other rights of any Owner or his mortgagee.

11.04. Environmental Covenants. No Owner of any interest of any Property in the Subdivision subject to this Declaration will engage in, or permit any other party to engage in, any activity on the Owner's Property which will violate, or create liability of either the Owner or the Property, under any environmental law, statute, regulation, ordinance or ruling, including, but not limited to,

In the event the Property subject to this Declaration is used in any way which is in violation of the terms and conditions of any applicable environmental law, statute, regulation, ordinance ruling, the Owner of the Property which engaged in, or permitted, such activity shall indemnify and hold harmless all other owners of Property in the Subdivision from any loss, drainage, or liability arising as a consequence of such improper use.

EXECUTED as of February ____, 2021.

DECLARANT:

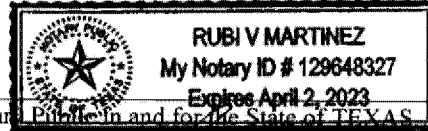
By: **Braselton Development Company, Ltd.,**
a Texas limited partnership

By: **Braselton Management Company, LLC,**
a Texas limited liability company, its
general partner

By: 
Barton H. Braselton, Vice President

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on February 22, 2021, by Barton H. Braselton, Vice President of Braselton Management Company, a Texas limited liability company, General Partner of Braselton Development Company, Ltd., a Texas limited partnership.



Notary Public in and for the State of TEXAS

AFTER RECORDING RETURN TO:
Braselton Development Company, Ltd.
5337 Yorktown Blvd.
Corpus Christi, Texas 78413

PREPARED IN THE LAW OFFICE OF:
Arnold Gonzales, Jr.
Attorney and Counselor
5337 Yorktown Blvd., Suite 5-3
Corpus Christi, Texas 78413

**Nueces County
Kara Sands
Nueces County
Clerk**

Instrument Number: 2021008096

eRecording - Real Property

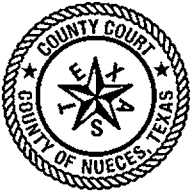
NOTICE

Recorded On: February 22, 2021 12:42 PM

Number of Pages: 26

" Examined and Charged as Follows: "

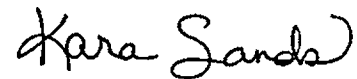
Total Recording: \$117.00



**STATE OF TEXAS
NUECES COUNTY**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Nueces County, Texas.

Kara Sands
Nueces County Clerk
Nueces County, TX



******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2021008096
Receipt Number: 20210222000163
Recorded Date/Time: February 22, 2021 12:42 PM
User: Maria H
Station: CLERK07

Record and Return To:

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484 North 300 West, Suite 202
Provo UT