

**Wood River
Community Association**

**Covenants and
Restrictions**

**Unit 3
Kinney's Mill**

ANNEXATION CERTIFICATE

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS ANNEXING WOOD RIVER UNIT 3 - KINNEY'S MILL, A UNIT OF WOOD RIVER (A Residential Subdivision)

This is an edited version of the Unit 3 deed restrictions. The first part of the document contains statements that Pendaris Corporation is creating the subdivision, forming a non-profit corporation to administer the commons areas and states the general purpose of creating the covenants and restrictions. It subjects all described properties to the terms and conditions of these restrictions, covenants, easements, charges and liens. For ease of reading and reproducing, some of the provisions that have expired have been omitted. The full instrument is available from the Nueces County Clerk. A copy of the recorded instrument is in the Association's office at 4033 Wood River Drive.

ARTICLE I

Definitions

The following words, when used in this Declaration shall have the following meanings (unless the context shall prohibit):

(a) "Association shall mean and refer to the non-profit corporation, its successors and assigns, which Declarant has caused to be incorporated as herein provided.

(b) "The Subdivision" shall mean and refer to the following (also being referred to herein as "Kinney's Mill"), to-wit:

WOOD RIVER UNIT 3 - KINNEY'S MILL, a Subdivision near the City of Corpus Christi, Nueces County, Texas, according to the map or plat thereof recorded in Volume 48, Pages 126-127, Map Records, Nueces County, Texas.

(c) "The Properties" shall mean and refer to the realty and improvements, if any, described in Article III hereof, together with the Subdivision which is the subject of this Annexing Declaration.

(d) "Subdivision Plats" shall mean and refer to the map or plat of Kinney's Mill as referenced above, and any map or plat of any other section of Wood River.

(e) "Lot" shall mean and refer to each of the parcels of property as enumerated and shown upon the Subdivision Plats.

(f) "Living Unit" shall mean and refer to any single-family residential unit, including but without limitation, townhouses, rowhouses and condominium units, located on property which may be brought within the plan of this Declaration. References to Living Units herein shall not be deemed to permit the use of any Lot in the Properties for any purpose other than single-family residential purposes unless expressly permitted in this Declaration or in any Supplemental Declaration.

(g) "Common Properties" shall mean and refer to all real property (including the improvement, thereto) owned by the Association for the common use and enjoyment of the Owners in Wood River. The Common Properties in Kinney's Mill to be unencumbered and owned by the Association at the time of the conveyance of the first Lot is described as follows, to-wit:

Blocks Forty-one (41) and Forty-two (42), WOOD RIVER UNIT 3 - KINNEY'S MILL, a Subdivision near the City of Corpus Christi, Nueces County, Texas, according to map or plat thereof recorded in Volume 48, Pages 126-127, Map Records, Nueces County, Texas.

(h) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of all Owners constructed on portions of one or more Lots or on acreage owned by Declarant and/or others, which is not a part of the Properties; however, in such event, a contract shall be entered between Declarant and the Association providing for the Association's use of said facilities and the payment therefor. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains, statuary, sidewalks; common driveways; landscaping; swimming pools; tennis courts and other similar and appurtenant improvements. In the event improvements owned by Declarant are to be provided for the Association's use at a fee, a contract to provide these facilities shall be required, which contract shall, in the event there exists a valid V.A. or F.H.A. letter of acceptance on the subject property, be subject to the prior approval of the Federal Housing Administration (F.H.A.) or the Veteran's Administration (V.A.).

(i) "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants and Restrictions bringing additional property within the plan and under authority provided in Article III of the original DECLARATION OF COVENANTS AND RESTRICTIONS recorded as Clerk's File No. 136957, Deed Records of Nueces County, Texas, (hereinafter referred to as the "Original Declaration"), except that the addition or annexation of properties within the referenced plan shall be restricted and limited to the following property ("Entire Tract"), to-wit:

493.66 acres of land out of a 400 acre tract and a 205.8 acre tract out of MARIANO L. de HERRERA Grant, Abstract 606, in Nueces County, Texas, said 400 acre tract as conveyed by Bess L. Hurd et vir to Nina G. Stewart by deed dated June 22, 1944, recorded in Volume 300, Page 153, Deed Records of Nueces County, Texas, and said 205.8 acre tract as conveyed by Bess L. Hurd et vir to Nina G. Stewart by deed dated August 29, 1940, recorded in Volume 261, Page 235, Deed Records of Nueces County, Texas, and being described by metes and bounds in that certain Warranty Deed dated March 4, 1978, and recorded as Clerk's File No. 83041, Volume 1643, Page 224, Deed Records, Nueces County, Texas.

(j) "Owner" shall mean and refer to the record holder of title, or if such Lot is subject to a term purchase contract with Declarant, to the contract purchaser, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties; however,

notwithstanding any applicable theory of the mortgage, "Owner" shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title, as above defined, pursuant to foreclosure or any proceeding in lieu of foreclosure, or in the case of a term purchase contract, the cancellation of such contract.

(k) "Member" and/or "Members" shall mean and refer to all those Owners who belong to the Association as provided in Article IV, Section 4 hereof, together with all the Owners in The Subdivision who belong to the Association as provided in the Original Declaration and all Supplemental Declarations; and shall include and refer to the executors, personal representatives and administrators of any member, and all other persons, firms, or corporations acquiring or succeeding to the title of the member by sale, grant, will, foreclosure, cancellation of term purchase contract, execution, or by any legal process, operation of law, or other legal manner.

(l) "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in good condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, environment for optimum plant growth.

(m) "Mortgage" shall mean a conventional encumbrance or a deed of trust.

(n) "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

(o) "Board of Trustees" shall mean the Board of Trustees of the Association.

(p) "Builder" shall mean any person, firm, corporation, or other entity which is engaged in the business of building residential structures for sale or rental purposes, and not for its personal or private use or occupancy.

ARTICLE II

Easements and Property Rights

Section 1. Existing Easements. The Subdivision Plats dedicate for use as such, subject to the limitations set forth therein, certain streets and easements shown and provided for thereon, and such Subdivision Plats further establish dedications, limitations, reservations and restrictions applicable to the Properties. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded Instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plats and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall 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 Properties, and shall run with the property.

Section 2. Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone way, or any cable (and easement therefor) for security and/or television and other communications, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any of the Properties, and the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Section 3. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Properties for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewer, telephone, cable for security and/or television and other communications, electricity, gas and appurtenances thereto, which shall run with the property. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or cable for security and/or television and other communications, or other utility facilities or appurtenances thereto, on, above, across and/or under the Properties within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or cable for security and/or television and other communications, or other utilities or appurtenances thereto may be installed or relocated on the Properties until approved by Declarant or the Board of Trustees. The utility companies furnishing service shall have the right to remove all trees situated within the utility easement from time to time existing, and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements, as shall be reasonably necessary for the furnishing of such services.

Section 4. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Properties in the performance of their duties, and shall be so restricted. Furthermore, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter upon the Properties to render any service or perform any of its functions.

Section 5. Surface Areas. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation or right-of-way. The surface of the easement areas may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall 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 the aforesaid vegetation as a result of any reasonable activity relating to the construction, maintenance or repair of any facility in any such easement area. Furthermore, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to the Owner or the Association for any damage done by them, or either of them, or their respective agents, employees, servants, or assigns, to any sidewalks, driveways, fences, walls or

any other object occupying any such easement or any portion thereof, as a result of any reasonable activity relating to the construction, maintenance or repair of any facility in any such easement area.

Section 6. Easement of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the Common Properties adjacent hereto for any encroachment due to the unwillful placement, settling, or shifting of the improvement constructed, reconstructed or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. However, no easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

Section 7. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 8. No Partition. There shall be no judicial partition of the Common Properties, nor shall Declarant, nor any Owner nor any other person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof.

ARTICLE III

Property Subject to This Declaration

This Article gives the legal description of the land comprising Wood River. It contains an oil, gas and mineral reservation section. It also outlines procedures for bringing additional lands into the subdivision and subjecting them to the terms of the deed restrictions.

ARTICLE IV

The Association

Section 1. Organization. The Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. (See Original Declaration, Article IV).

Section 2. Purpose. Generally, the purpose of the Association is and shall be to provide for and to promote the health, safety, recreation, and welfare of the Members, to collect the annual maintenance charges, to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties and Common Facilities in the Subdivision and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration, the Original Declaration, and all Supplemental Declarations.

Section 3. Trustees. The Association shall act through a five (5) member

Board of Trustees, which shall manage the affairs of the Association. The Initial Trustees of the Association shall be selected by Declarant. Each Initial Trustee shall serve for an initial term of up to, but no more than ten (10) years, as provided in the original Articles of Incorporation of the Association, and, thereafter, until his successor is duly elected and qualified. After the expiration of the said initial term of the Initial Trustees, the Members shall elect a Board of Trustees as provided for in the Articles of Incorporation and the Bylaws. Any vacancy, from whatever cause, occurring in the Board of Trustees during the said initial term shall be filled by appointment made by the Declarant, or the Declarant may delegate such duty to the remaining Trustee or Trustees. The person so appointed to fill such vacancy shall serve for the remainder of the said initial term and, thereafter, until his successor is duly elected and qualified. Any trustee appointed for all or a portion of the said initial term on the Board may be removed by Declarant, with or without cause. The Trustees shall have the power to select one or more advisory trustees from the residents of The Subdivision to serve for such periods of time as the Board of Trustees shall deem appropriate, for the purpose of providing advice and counsel to the Board of Trustees, provided that such advisory trustees shall have no right to act on behalf of the Association.

Section 4. Members. Each Owner, whether one or more persons or entities, of a Lot or a Living Unit in The Subdivision, whichever should be the case, shall, upon and by virtue of becoming such Owner, automatically become and remain a Member of the Association until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and/or Living Unit in The Subdivision and may not be separated from such ownership. Whenever the legal ownership of any Lot or Living Unit in The Subdivision passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 5. Voting Rights.

(a) The Association shall have two classes of voting membership:

Class A. Class A Members shall be all the Members of the Association, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot or Living Unit in the Subdivision in which they hold the interest required for membership by this Declaration, the Original Declaration, or any Supplemental Declaration. When more than one person holds such interest or interests in any such Lot or Living Unit, all such persons shall be Members, and the vote for such Lot or Living Unit shall be exercised as determined among themselves, and, in no event, shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. CLASS B MEMBERSHIP WAS HELD BY THE DEVELOPER AND HAS EXPIRED UNDER THE TERMS OF THIS ARTICLE.

Section 6. Title to Common Properties. THIS SECTION CONTAINS PROVISIONS FOR TRANSFERRING TITLE TO COMMON PROPERTIES AND COMMON

FACILITIES TO THE ASSOCIATION.

ARTICLE V

Property Rights In the Common Properties
and Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Properties and Common Facilities in The Subdivision, and such right and easement shall be appurtenant to and shall run and pass with the title to each Lot or Living Unit in The Subdivision.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association in its discretion, to charge reasonable admission and other fees (including, without limitation, guest fees) for the use of the recreational facilities located on all Common Properties in The Subdivision, and to make, publish, and enforce reasonable rules and regulations governing the use and enjoyment of such Common Properties and Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of such Common Properties and Facilities by guests or invitees of the members, including without limitation, the number of guests or invitees who may use such Common Properties and Facilities or any part thereof at the same time. However, in no event shall enforcement of those rules and regulations allow the Association the right to suspend a member's voting rights or such member's right to use any recreational facility for more than sixty (60) days at one time.

(b) The right of the Association to grant or dedicate easements in, on, under, or above such Common Properties or any part thereof to any public or governmental agency or authority, or to any utility company for any service to The Subdivision or any part thereof; and

(c) The right of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of such Common Properties and owned by the Association to any public or political authority or agency or to any utility company rendering or to render service to The Subdivision or any part thereof; and

(d) The right of the Association to convey or dedicate such portions of such Common Properties as its Board of Trustees may deem appropriate to governmental authorities, political subdivisions or other persons or entities for use as the location of schools, churches, and hospitals or for other similar purposes related to the health, safety, and welfare of the Members; and

(e) The right of the Association to enter into management and/or operating contracts or agreements relative to the maintenance and operation of such Common Properties and Facilities in such instances and on such terms as its Board of Trustees may deem appropriate; the right of the Association to operate recreational facilities and related concessions located on such Common

Properties, the right of the Association to enter lease agreements or concession agreements granting leasehold, concessions, or other operating rights relative to recreational facilities located on such Common Properties in such instances and on such terms as its Board of Trustees may deem appropriate;

(f) The right of the Association to suspend the voting rights of a member of his right to use any recreational facility located on such Common Properties during the period such member is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot or Living Unit; and to suspend such rights for a period not to exceed sixty (60) days for any infractions of its published rules and regulations; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this Declaration, the Original Declaration, and Supplemental Declarations or in its Bylaws or at law or in equity on account of any such default or infraction; and

(g) The rights and easements existing created in favor of others, as provided for in Article II of this Declaration, the Original Declaration, and the Supplemental Declarations; and

(h) The restrictions as to use of the Common Properties provided for in Article X hereof.

Section 3. Delegation of Use. Any Member may delegate his right of use and enjoyment of the Common Properties and Common Facilities in The Subdivision, together with all easement rights granted to Members in this Declaration, the Original Declaration, and all Supplemental Declaration, to the Members of his family, his tenants, contract purchasers who reside on his Lot or in his Living Unit, or subject to the terms of Section 2(a), above, to guests temporarily occupying a Living Unit or a residence situated on a Lot.

ARTICLE VI

Annual Maintenance Charge

(a) All funds collected by the Association from the maintenance charge provided for in this Article, together with (i) all funds collected by the Association from the annual maintenance charge imposed on the Lots or Living Units in The Subdivision by the Original Declaration and all Supplemental Declarations, and (ii) all fees collected by the Association under Section 2(a) of Article V, above, shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all Members for the purposes set forth in below:

(1) The installation, construction, erection and relocation of improvements related to the enhancement and beautification of the Common Properties and Common Facilities in The Subdivision, and any other areas provided by this Declaration or any Supplemental Declaration to be developed or maintained by the Association, such as shrubbery, trees, walkways and street lights, and the construction, repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes and related to the use and enjoyment of The Subdivision by the Members;

(2) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Properties and Common Facilities;

(3) Acquisition of furnishings and equipment for the Common Properties and Common Facilities as may be determined by The Association, including without limitation all equipment, furnishings and personnel necessary or proper for use of the recreation facilities;

(4) Fire insurance covering the full insurable replacement value of the Common Properties and Common Facilities with extended coverage;

(5) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Properties and Common Facilities. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association;

(6) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Trustees of the Association;

(7) A standard fidelity bond covering all members of the Board of Trustees of the Association and all other employees of the Association in an amount to be determined by the Board of Trustees.

(8) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Trustees of the Association for the operation of the Common Properties and Common Facilities, for the benefit of lot owners, or for the enforcement of these restrictions;

(9) In addition to maintenance of the Common Properties and Common Facilities, the Association may provide exterior maintenance on any Lot in the event the need for maintenance or repair is attributable to the Owner's failure to maintain, or that of his family, guests, or invitees, and such maintenance or repair is not accomplished within ten (10) days following written notice from the Association to the Owner. In that event the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject.

(b) In the event Declarant shall designate Common Facilities for the use and benefit of all the Owners in the Subdivision which are situated on property owned by Declarant (or affiliated or subsidiary entities), but which then has not been brought within the plan of this Declaration under the authority provided in Article III hereof, the Association shall have the right and authority to allocate and expend such amounts from the Maintenance Fund for repair, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities as its Board of Trustees shall determine in its sole discretion. Further, if all or any such Common Facilities situated on property then not subject to the plan of this Declaration also are for the use and benefit of persons or entities other than the Owners in the Subdivision, the

Association shall have the right and authority to enter agreements with other persons or entities enjoying the use and benefit of such Common Facilities (or their designee), in such instances and on such terms as its Board of Trustees may deem appropriate and acceptable, obligating the Association to contribute, from the Maintenance Fund, a ratable portion of the amounts necessary from time to time to provide for the repair, maintenance, upkeep, beautification, improvement or replacement of such Common Facilities, and providing for other agreements relative to the use and enjoyment of such Common Facilities (including limitations on the extent of the use and enjoyment thereof) by the various persons and entities entitled thereof.

(c) The Association may, in its sole discretion, give one or more of the purposes set forth in this Section 1 preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all Members.

(d) In the event Declarant shall operate any Common Facility in The Subdivision, or such Common Facility shall be operated by another on behalf of Declarant under agreement authorized hereby, and the actual proceeds realized by Declarant from such operation shall be less than the actual costs incurred by Declarant or such other party in connection with operating and maintaining of any such Common Facility, Declarant shall be entitled to be reimbursed for the Maintenance Fund for all costs actually incurred by Declarant or such other party in maintaining and operating such Common Facility in excess of the actual gross proceeds realized for such operation, as such costs are incurred, to the extent that the balance of the Maintenance Fund from time to time existing exceeds the amount then designated by the Board of Trustees of the Association in good faith to be the minimum amount necessary to accomplish the maintenance functions of the Association. Further, Declarant shall be entitled to be reimbursed from the Maintenance Fund for all ad valorem taxes and other assessments in the nature of property taxes allocable to the Common Properties and Facilities in The Subdivision which (1) have accrued after the recordation of the plats covering the respective sections of The Subdivision in which such Common Properties and Facilities are situated; and (2) have accrued prior to the date on which title to such Common Properties and Facilities is conveyed to the Association by Declarant; and (3) have been actually paid by Declarant.

Section 2. Covenant for Assessments.

(a) Subject to the provisions set forth below in Section 3 relating to the rate at which the maintenance charge imposed herein shall be paid on unimproved Lots, each and every Lot in the Properties is hereby severally subjected to and impressed with a regular annual maintenance charge (herein sometimes referred to as the "full maintenance charge"), in the amount of One Hundred Sixty-Eight and No/100ths dollars (\$168.00) per annum per Lot, which shall run with the land and is subject to increase or decrease and is payable as provided in Section 4, below.

(b) Each Owner of a Lot, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges assessed against his Lot and/or assessed against him by virtue of his ownership, as the same shall become due and

payable, without demand. The maintenance charge herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvement thereon, as hereinafter more particularly stated. Such maintenance charge, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time the obligation to pay such maintenance charge accrued, but no Member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceased. No Member shall be exempt or excused from paying any such charge by waiver of the use or enjoyment of the Common Properties or Facilities in The Subdivision, or any part thereof, or by abandonment of his Lot or his interest therein.

Section 3. Unimproved Lots Owned by Declarant or Subsequent Owners. Declarant and all subsequent Owners shall pay as an annual maintenance charge for each unimproved Lot owned by them an amount which shall be equal to forty percent (40%) of the then existing full maintenance charge assessed for each Lot, unless and until a residential structure has been built thereon and three (3) months have elapsed since the substantial completion of such residence, or the residence has been permitted to be occupied, whichever occurs first. Thereafter, commencing on the first day of the next succeeding calendar month, the full maintenance charge then assessed shall become applicable. If the maintenance charge on such Lot has been prepaid at forty percent (40%) of the full maintenance charge then assessed, then for the portion of the calendar year remaining after the full maintenance charge becomes applicable to such Lot as herein provided, the then Owner of such Lot shall be obligated to pay to the Association, on the date the full maintenance charge becomes applicable as herein provided, that prorata portion of the difference between (i) the full maintenance charge then assessed, and (ii) the unimproved Lot maintenance charge which has been prepaid, which prorata portion shall bear the same ratio to said difference as the number of full calendar months remaining in such calendar year bears to twelve (12). It shall be the duty of each builder to notify the Association at the time a residence has been substantially completed or permitted to be occupied. The term "substantial completion" as used in this Declaration shall mean that the residence is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. Furthermore, it shall be the duty of any Owner of an unimproved Lot to mow and maintain the appearance and upkeep of said Lot, and failure to do so shall authorize the Association to mow and maintain the appearance of said Lot, and to impose an assessment for reimbursement against the Owner of said Lot. Such assessment shall be enforceable by the same liens and procedures as are provided for the annual maintenance charge.

Section 4. The Annual Maintenance Charge.

(a) The annual maintenance charge provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year in which it is made and shall be payable on the day fixed for commencement, or in equal monthly, quarterly or semi-annual installments over the balance of the year, at the election of the Board of Trustees. The assessments for each calendar year shall be due and payable to the Association in advance on January 1st each year, or in equal monthly, quarterly or semi-annual installments over such year, at the election of the Board of Trustees. Provided, however, that, upon the purchase of his

Lot (as evidenced by the date of his term Contract of Sale or Deed, or his occupancy whichever is earlier), each Member shall be obligated to pay to the Association that prorata part of the applicable percentage (as determined pursuant to terms hereof) of the annual maintenance charge assessed on such Lot, which shall bear the same ratio to the applicable percentage of the full annual maintenance charge as the number of full calendar months remaining in the year of purchase bears to twelve (12), and which shall be payable in full upon such purchase or in equal monthly, quarterly or semi-annual installments over the balance of the year of purchase, as the Board of Trustees may elect.

(b) The Board of Trustees may decrease or increase the amount of the annual maintenance charge provided for herein at any time and from time to time by adoption of a resolution for such purpose, but no resolution increasing the annual maintenance charge shall become effective prior to the expiration of ninety (90) days from date of its adoption, and the Owner of each Lot subject to such assessment, shall, within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of The Board of Trustees which fixes the amount of the annual maintenance charge in excess of Two Hundred Fifty and No/100ths Dollars (\$250.00) per annum, or in excess of the annual maintenance charge for such Lots last ratified by the members of the Association in accordance with the provisions of this paragraph, whichever is greater, shall become effective unless and until such resolution is ratified either (i) by the written assent of at least fifty-one percent (51%) of each class of the members of the Association, Class A and Class B, if no meeting of the membership is held for ratification, or (ii) by the assent of fifty-one percent (51%) of the votes of each class of the members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the members must be given prior to the effective date of the resolution of the Board of Trustees. No increase in the annual maintenance charge shall take effect retroactively.

(c) If any resolution of the Board of Trustees which requires ratification by the assent of the Members of the Association as above provided shall fail to receive such assent, then the amount of the annual maintenance charge last in effect shall continue in effect until duly changed in accordance with the above provisions. The Board of Trustees may decrease the amount of the annual maintenance charge without ratification by or assent of the Members of the Association.

Section 5. Quorum for any Action Authorized Under Section 4. The Quorum required for any action authorized by Section 4 hereof shall be as follows:

At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of Members, or of written proxies, entitled to cast fifty-one per cent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty

(60) days following the preceding meeting.

Section 6. Duties of the Board of Trustees. The Board of Trustees shall fix the date of commencement of each assessment period, and the amount of the assessment against each Lot or Owner for each assessment period, at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The association shall upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Liens to Secure Assessments. The annual maintenance charge, as hereinabove provided for, shall constitute and be secured by a separate valid and subsisting lien hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all members. The lien hereby created 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 for the following purposes: (1) for any part of the purchase price of any Lot and the improvement thereon, if improved, when the same is purchased; or (2) for any part of the cost of construction, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot to be utilized for residential purposes; and which mortgage, vendor's lien, deed of trust or other security instrument is filed for record, prior to the date payment of any such charges of assessment become due and payable.

Section 8. Effect of Non-Payment of Assessments. If any annual charge or assessment is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and, if placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceeding, there shall be paid to the Association an additional reasonable amount, but not less than ten per cent (10%) of the amount owing, as attorney's fees. The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property.

Section 9. Collection and Enforcement. Each Member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessment and/or for the enforcement and foreclosure of the liens securing the same.

One method of enforcement and foreclosure of such assessment liens, although not to the exclusion of other means of enforcement, shall be by the

Board of Trustees appointing in writing a Trustee, and upon requesting the Trustee to foreclose the lien, the Trustee shall do the following:

(1) Advertise the time, place, and terms of sale and mail notices as required by article 3810, Revised Civil Statutes of Texas, as then amended, and otherwise comply with that statute;

(2) Sell all or part of the property to the purchaser with a general warranty binding the defaulting member; and

(3) From the proceeds of the sale, pay, in this order:

(a) Expenses of foreclosure, including a reasonable commission to Trustee;

(b) To the Association, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

(c) Any amounts required by law to be paid before payment to the defaulting member; and

(d) To the defaulting member, any balance.

If any of the property is sold under this lien, the defaulting member shall immediately surrender possession to the purchaser. If the defaulting member fails to do so, the defaulting member 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 deemed conclusively true. Any Owner, by acceptance of a deed to a Lot in Wood River, hereby authorizes the Association, as such Owner's Attorney-in-Fact, to follow the procedures set forth herein.

Section 10. Special Assessments for Capital Improvements. In addition to the annual maintenance charge authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Properties, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 11. Exempt Property. All property dedicated to, and accepted by, a local public authority, and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas, shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII

Annexation Agreement with City of Corpus Christi

This article references the annexation agreement with the City of Corpus Christi to bring the subdivision into the corporate limits of the City.

ARTICLE VIII

Pre-Wiring for Security System

THIS PROVISION WAS ABANDONED BY THE DEVELOPERS. IT WAS TO REQUIRE THAT ALL HOMES BE CONNECTED TO A CENTRAL SECURITY SYSTEM. Pre-wiring is still required.

ARTICLE IX

Architectural Control Committee

Section 1. Creation of Architectural Control Committee. The Properties shall be subject to the oversight of a committee of the Association to be known as the "Architectural Control Committee" (sometimes herein abbreviated "ACC"). Said Committee shall consist of three (3) or more members. Each member of the Committee shall have experience in one or more of the following fields: architecture, engineering, contracting, land use planning, real estate development, construction, building code enforcement, or any other related fields. Declarant shall appoint the initial members of the Committee, each to serve for an initial term of two (2) years and thereafter, until his successor is duly appointed and qualified. After the expiration of the term of the initial members of the ACC, and thereafter, the successor members of the ACC shall be appointed by the Board of Trustees of the Association to serve two (2) year terms. Any vacancy, from whatever cause, occurring in the membership of the ACC, at any time, shall be filled by appointment made by the Board of Trustees. Any person so appointed to fill any such vacancy shall serve for the remainder of the term and thereafter, until his successor is duly appointed and qualified. At any time in the event of a vacancy on the ACC, the remaining member or members of the ACC shall have the full right, authority and power to carry out the functions of the ACC as provided herein, or to designate a representative or agent with like right, authority and power, until a successor member or members shall have been appointed to fill the vacancy in accordance with the foregoing. Declarant shall pay all costs of the ACC until December 31, 1988; thereafter, all costs of the ACC shall be paid by the Association.

Section 2. Approval of Plans.

(a) No building, structure, or other improvements shall be commenced, erected, constructed, placed or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines), by the Architectural Control Committee.

(b) Final plans and specifications shall be submitted in triplicate to the ACC for approval or disapproval. At such time as the plans and specifications meet the approval of the ACC, one complete set of such plans and specifications will be retained by the ACC, the other complete set will be marked "Approved", and returned to the Lot Owner, and the third set shall be retained by the BCS Operator. Any proposed modification or change to the approved set of plans and specifications must first be submitted to the ACC

for its inspection and prior approval.

(c) The Submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto.

(d) In the event said Architectural Control Committee falls to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that this paragraph shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in the Properties in a manner inconsistent with any provision of this Declaration.

(e) Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement on any Lot. It also shall have the right to specify requirements for each Lot as follows: minimum setback; the location, height, and extent of fences, walls, landscaping, or other screening devices; and the orientation of the residential structure with respect to garage access and major entry and frontage. Further, the ACC shall have the right to waive, modify, alter or change any term, condition, provision or covenant hereof when necessary in its sole judgment where such waiver, modification, alteration or change is deemed for the advantage or best appearance of the Subdivision in the following circumstances: (1) where one Lot and all or a portion of another or other contiguous Lots are being combined for the purpose of building a single family residence, (2) in the case of corner lots, (3) in the case of Lots which are unusual in size, or which are of an unusual or irregular shape, and (4) in the case of lots adjacent to (i) hike and bike trails, (ii) pedestrian walkways connecting to hike and bike trails and (iii) drainage swells.

(f) The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties. The Committee shall have the authority to make final decisions in all matters relating to the general intent and purpose of these restrictions, whether such matters may arise because of discrepancies, contradictions, vagueness, general interpretation, or for any other reason which raises any question with respect to the general intent and purpose of these restrictions.

Section 3. Transfer of Authority to the Association. The duties, rights, powers and authority of the Architectural Control Committee constituted hereby may be assigned at any time, at the sole election of a majority of the members of the Committee, to the Board of Trustees of the Association, and from and after the date of such assignment, and the acceptance thereof by such Trustees, the Board of Trustees of the Association shall have full right, authority and power, and shall be obligated, to perform the functions of the

Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards and specifications, which shall constitute guidelines only and shall not be binding upon the Architectural Control Committee or in any manner determinative of the approval or disapproval by such Committee of submitted plans and specifications. However, the Property lies within the extraterritorial jurisdiction of the City of Corpus Christi and all construction thereon is subject to the building codes and all other applicable requirements of the City of Corpus Christi.

Section 5. Golf Course Lots. For the purpose of this Article IX and Article X below, the term "Golf Course Lots" shall mean Lots that front on the golf course. In the event a Subdivision contains no Lots fronting on the golf course, such as Kinney's Mill, then all such references shall be inapplicable.

Section 6. Construction Requirements.

(a) Only new construction materials (except for used brick) shall be utilized in constructing any residential or other building, or structure of any kind, situated on a Lot, unless the Architectural Control Committee shall expressly approve in writing the proposed use of used construction materials.

(b) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character of any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors completed and covered by paint, wall paper, paneling, or the like and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than eighteen (18) months following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(c) The exterior walls of each main building may be either masonry, natural stone, brick, stucco, veneer, or other approved materials. For any residence with a front elevation less than fifty percent (50%) masonry or stucco, a minimum of four (4) trees, each of a minimum diameter of two inches (2"), shall be located in the front one-third (1/3) of the Lot.

(d) No window or wall type air conditioners shall be permitted to be used, placed or maintained on or in any building in any part of the Properties, without the prior express written consent of the Architectural Control Committee.

(e) All ^{7 30 yr.} structures situated on any Lot shall have roofs made of the following: (i) 265 pound composition shingle, except Lots 11, 12, and 13, Block 30 and Lots 58 and 59, Block 29 which shall be 300 pound composition shingle, or better; fir retardant wood; (ii) fire retardant wood shingles; or (iii) concrete roof tiles. Use of any other type roofing materials must be expressly approved in writing by the Architectural Control Committee. Built-up roofs are prohibited.

(f) No electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the Lots, unless erected, constructed or placed within a residence or other permitted building constructed in the Subdivision. External antennas of any type are prohibited. Furthermore no "ham" radio or "citizens band" antenna shall be permitted or allowed in the Subdivision.

Section 7. Size of Residences. No residential structure, garage or appurtenant building shall be permitted on any Lot if it shall have more than two (2) stories in height. No residential structure with an exterior of less than the applicable minimum number of square feet set forth below, exclusive of the area of attached garages, porches, servant's quarters, or other appurtenances or appendages, shall be erected on any Lot.

<u>Lots</u>	<u>Minimum Exterior Area</u> (in square feet)
Lots 11, 12, and 13, Block 30 Lots 58 and 59, Block 29	1,800
Lots 47 through 57, Block 29	1,600
Lots 1 through 10, Block 30 Lots 1 and 2, Block 31	1,600
Lots 1 through 16, Block 32 Lots 1 through 16, Block 33	1,400

Section 8. Building Location.

(a) All buildings and other improvements of any kind shall be located on the Lots within the Subdivision, as follows:

(i) No structure shall be located on any Lot nearer the front lot line than the building setback lines shown on the Subdivision Plats nor further away from the front lot line than the Architectural Control Committee determines to be in harmony with existing buildings in the immediate vicinity.

(ii) No building shall be located nearer than five feet (5') to any interior Lot line. The side building line upon all corner Lots shall be ten feet (10') from the side street line. The back building line shall be seven point five feet (7.5') from the rear lot line. These requirements shall be adjusted to reflect the requirements imposed by the Subdivision Plat.

(b) For the purpose of situating buildings and structures on the Lots within the building lines described in the Subparagraph above, eaves, steps and open porches shall not be considered as a part of a building or other structure; provided, however, that the foregoing shall not be construed to permit any portion of any building or any structure or any other improvements of any kind, on any Lot, to encroach upon another Lot. For purposes of this

Declaration, the front line of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street.

(c) Unless otherwise approved in writing by the Architectural Control

Committee, each residential building will face the front of the Lot, and each detached garage will be located at least sixty-five feet (65') from the front of a Lot on which it is situated and will be provided with a driveway access from the front of the Lot; provided that such access may be from the front or side of corner Lots (as herein defined), unless such side access would be from a major thoroughfare (defined, for the purposes hereof, as any street having a right-of-way more than eighty feet (80') in width), in which event access to the garage must be from the front of the Lot. No garage or other permitted accessory building on any Lot shall open toward or have its main access from the direction of any Lot line adjoining the Golf Course.

(d) In the case of any unusual or irregularly shaped lot, buildings and other improvements may be located thereon as approved by the ACC.

Section 9. Outbuildings. All servants' quarters or outbuildings of any kind detached from the main building shall be located on the rear one-third (1/3) of the lot with reference to the side lot line to conform to the Building Code and Zoning Ordinance of the City of Corpus Christi and shall not be constructed upon any portion of the easement along the rear or side property line of such lot or upon any area contained within a building line.

Section 10. Walls, Fences and Hedges.

(a) No walls, fences or hedges shall be erected or maintained nearer to the front Lot line than the walls of the dwelling situated on such Lot which are nearest to such front Lot line, unless otherwise approved in writing by the Architectural Control Committee. No side or rear fence and walls may be higher than six feet (6'), unless otherwise approved in writing by the Architectural Control Committee. No walls, fences or hedges may be erected along or adjacent to and substantially parallel to any Lot line of any Golf Course Lot adjoining any portion of the Golf Course (including car paths connecting portions thereof), unless otherwise approved in writing by the Architectural Control Committee. Further, no walls, fences, or hedges may be erected along or adjacent to and substantially parallel to any Lot line of any corner Lot, or any Lot line fronting on a hike or bike trail or path in the Subdivision, unless otherwise approved in writing by the Architectural Control Committee. Landscaping in the form of trees, shrubs, bushes, and other plants may be placed between the building lines and the nearest Lot line so long as same does not interfere or impede normal sidewalk use or automobile and pedestrian safety. Such landscaping shall be kept trimmed and cut to conform to this Paragraph. Any fencing adjacent to hike and bike trails must be six feet (6') high, composed of six inch (6") cedar pickets squared at the top; such fencing shall be constructed in order that the flat surface of the picket fence faces the hike and bike trail, leaving the cross-blinder ties on the opposite side. All fences shall be constructed to the Property line and shall be consistent with and match the adjacent fence.

(b) Fences must be of ornamental iron, wood or masonry construction. No chain link fences shall be permitted which shall be visible from a street, the golf course, or any hike or bike trail.

(c) Ownership of any wall, fence or hedge erected as a protective screening on a Lot by Declarant (and the right to erect any such wall, fence or hedge for such purpose is hereby reserved in favor of Declarant, its successors and assigns) shall pass with title to such Lot and it shall be that

Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot in maintaining said protective screening and such failure continues after ten (10) days written notice thereof, Declarant or its successors or assigns, or the Association, whichever should be the case, may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause said protective screening to be repaired or maintained or to take any other action necessary to secure compliance with this Declaration, and place said protective screening in a satisfactory condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such statement immediately upon receipt thereof. The amount of such charge, together with interest thereon at the rate of ten per cent (10%) per annum and reasonable costs of collection, shall be a charge and continuing automatic lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time such charge is incurred. The lien provided under this Section shall not be valid against a purchaser (or mortgagee), without actual notice thereof, of the Lot in question unless a suit to enforce such lien shall have been filed in the Office of the County Clerk of Nueces County, Texas, prior to the recordation among the Deed Records and Deed of Trust Records of Nueces County, Texas, of the deed and Deed of Trust (or mortgage), if any, conveying the Lot in question to such purchaser (or subjecting the same to such mortgage). In all other matters, this charge will constitute a lien retained against such property with the same force and effect as the lien for assessments set forth in these Covenants.

Section 11. Sight Line Limitations. No fence, wall, hedge, or shrub which obstructs sight line at elevation shall be placed or permitted to remain on any corner lot area within any triangular area having as one point the point of intersection of the street property lines at the street corner (or in the case of a rounded corner, from the intersection of the street property lines extended to intersect), and having as the other two points those points lying twenty-five feet (25') from the intersection of the street lines or in the case of a rounded corner, from the intersection of the street property lines extended to intersect. The same sight line limitations shall apply on any building site within ten feet (10') from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within the above sight line of each intersection unless the foliage line of the trees is maintained at sufficient height to prevent the obstruction of the above sight line.

ARTICLE X

Building and Use Restrictions

Section 1. Residence Buildings and Garages. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any Lot other than a single family residence, with appurtenances incident to single family use, including without limitation, bona fide servants' quarters; and no structure shall be occupied or used until the exterior construction thereof is completed. Each single family residence situated on a Lot shall have an enclosed, attached or detached garage for not less than two (2) nor more than four (4) automobiles. No such detached garage shall have more than one (1) story. No carport shall be built, placed, constructed or reconstructed on any Lot. No garage shall ever be changed, altered, reconstructed or otherwise

converted for any purpose inconsistent with the garaging of automobiles. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belong to them.

Section 2. Single Family Residential Use. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy his Lot, or permit the same or any part thereof to be used or occupied, for any purposes other than as a private single family residence for the Owner or his tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment use. No Lot shall be used or occupied for any business, commercial, trade or professional purpose, either apart from or in connection with the use thereof as a private residence, whether for profit or not. Notwithstanding anything contained herein to the contrary, nothing contained herein shall prevent the use of "Zero Lot Line" structures where the requirements of the City of Corpus Christi are satisfied.

Section 3. Temporary and Other Structures. No structure of a temporary character, trailer, mobile (whether or not converted to an immobile, permanent status), modular or prefabricated home, tent, shack, barn, garage or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location.

Section 4. Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. The Board of Trustees of the Association shall have the sole and exclusive discretion to determine what constitutes a nuisance or an annoyance. No trucks larger than three-quarters of ton, motor vehicles not currently licensed, boats, trailers, campers, motor or mobile homes or other vehicles shall be permitted to be parked on any Lot, except in a closed garage or elsewhere if approved by the ACC. No vehicle or above described unit may be parked on the street in front of the Lot for a period exceeding twelve (12) hours in any twenty-four (24) hour period; an exception to such street parking restriction shall be passenger cars and trucks smaller than three-fourths (3/4ths) of a ton, which are in a functional and mobile condition. No repair work dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, Lot (except inside a closed garage), or portion of the Common Properties. The use or discharge of firearms, firecrackers, or other fireworks in the Properties is prohibited. No motor bikes, motorcycles, motor scooters, "go-carts", or other similar vehicles shall be permitted to be operated in the Properties, if, in the sole judgment of the Board of Trustees of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot or the Common Properties, except for signs, billboards or other advertising devices displayed by Declarant for so long as Declarant (or any successors or assigns of Declarant to whom the rights of Declarant under

this Section 5 are expressly transferred) shall own any portion of the Properties, and except;

(a) Builders may display one (1) sign of not more than five (5) square feet on a Lot to advertise the Lot and any residential structure situated thereon for sale during the sales and/or construction period. However, no "sold" signs shall be permitted; and

(b) Any Owner may display one (1) sign of not more than five (5) square feet on a Lot improved with a residential structure to advertise the Lot and residence for sale or rent. Use of a larger sign must be approved in writing by the Architectural Control Committee. However, no "sold" signs shall be permitted.

Section 6. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on any portion of the Common Properties, except that dogs, cats, or other common household pets, including fish, birds and insects, may be kept, but they shall not be kept or bred for commercial purposes. Any dogs, cats, or other common household pets that may be kept on the premises of any Lot, shall, upon leaving or being taken from said Lot, be restrained in the care, custody or control of the pet's owner by a leash, rope, chain or other device, and shall not be allowed to run loose in the Common Properties, streets, Lots, or any other areas.

Section 7. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

Section 8. Garbage and Refuse Storage and Disposal.

(a) All Lots and the Common Properties shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Properties shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter, nor shall same be allowed to accumulate thereon. All trash, garbage, junk or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. No Lot shall be used for open storage of any materials whatsoever, except for normal residential requirements, which storage is not visible from the street; moreover; except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvement, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. The Association shall have the right and obligation to determine whether garbage disposal in The Subdivision shall be through public authority or through private garbage disposal service. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

(b) In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements, or any of them, such default continuing after ten (10) days written notice thereof, Declarant, the ACC, or the Association, whichever should be the case, and/or their agents, may,

without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and remove or cause to be removed such garbage, trash, junk and waste matter or do any other thing necessary to secure compliance with this covenant in order to place said Lot in a neat, attractive, healthful and sanitary condition; further, the Owner or occupant of such Lot may be assessed for the cost of such work, but submitting a statement setting forth the cost of such work to the Owner or occupant of such Lot. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot to pay such statement immediately upon receipt thereof. Each such assessment, together with interest thereon at the rate of ten percent (10%) per annum and reasonable costs of collection, shall be a charge and continuing lien upon such Lot, as well as the continuing personal obligation of the Owner of such Lot at the time of such assessment. The lien provided under this Section shall not be valid against a purchaser (or mortgagee), without actual notice thereof, of the Lot in question unless a suit to enforce such lien shall be filed in a court of record, or notice thereof shall have been filed in the Office of the County Clerk of Nueces County, Texas, prior to the recording among the Deed Records and Deed of Trust Records of Nueces County, Texas, of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage). In all other matters, this charge will constitute a lien retained against such property with the same force and effect as the lien for assessments set forth in these Covenants.

Section 9. Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot or other portion of the Properties unless the express written consent of the Architectural Control Committee first shall have been obtained.

Section 10. Driveways and Culverts. Each Lot must be accessible to an adjoining street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used. No Owner may block any drainage ditch (including road ditches). The specifications for the construction of all drain tiles or culverts in any drainage ditch, whether to be installed in connection with a driveway or otherwise, must be approved by the Architectural Control Committee. Driveways shall be entirely of concrete and shall be constructed with expansion joints not more than twenty feet apart, with one joint at the back of the street curb. The width of each driveway shall flare and the curb shall be broken in such a manner that the driveway shall be at least four (4) inches thick at its end toward the street paving, and this extreme shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway.

Section 11. Utilities. Each residence situated on a Lot shall be connected to water and sewer lines as soon as practicable after same are available at the Lot line. All Lots shall contain underground electrical lines and service.

Section 12. Combining Lots. Any person owning two or more whole Lots which are adjoining may, with the proper written approval of the Architectural Control Committee, consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefor being approved as hereinabove set forth) and such other improvements as are permitted herein. Any such consolidation shall give consideration to easements as shown and provided for on the Subdivision Plat

and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant and/or the Association as well as the prior written approval of any utility company having the right to the use of such easements.

Section 13. Drilling and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14.

(a) Maintenance and Repair Required by Owner. Each Owner shall keep all Lots owned by him, and all improvements thereon, in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. In addition, the area between any street and the lot line shall also be kept and maintained by the Owner of the abutting lot. Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) Owner's Obligation to Rebuild. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

(c) Enforcement. Declarant, the Architectural Control Committee or the Association, whichever should be the case, and their agents, during normal business hours, shall have the right (after ten (10) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner(s)), to take the action specified in the notice to remedy or abate said violations(s) or breach(es). The cost of such remedy or abatement will be paid by the Owner in violation or breach, to the Declarant or the ACC or Association upon demand, and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected. Declarant, or the ACC, or the Association, or the agents thereof, shall further have the right (upon like notice and conditions) to trim or prune, at the expense of the Owner, any hedge, tree, or any other planting that, in the written opinion of the Declarant, or the ACC, or Association, by reason of its location on the Lot, or the height, or the manner in which it is permitted to grow, is detrimental to the adjoining Lots or is unattractive in appearance. The lien provided under this Section shall not be valid against a purchaser (or mortgagee), without actual notice thereof, of the Lot in question unless a suit to enforce such lien shall have been filed in a court of record, or notice thereof shall have been

filed in the Office of the County Clerk of Nueces County, Texas, prior to the recordation among the Deed Records and Deed of Trust Records of Nueces County, Texas, of the deed (or mortgage), conveying the Lot in question to such purchaser (or subjecting the same to such mortgage). In all other matters, this charge will constitute a lien retained against such property with the same force and effect as the lien for assessments set forth in these Covenants.

Section 15. Screening From Public View. The drying or hanging of clothes visible from a street, the golf course, or a hike or bike trail, is prohibited. The Owners or occupants of any Lots at the intersection of streets or adjacent to the Common Properties, parks, playgrounds, waterfront, Golf Course, or other facilities where the rear yard or portion of the Lot is visible to full public view, shall construct and maintain a hedge or other suitable enclosure, as may be approved by the ACC, to screen the following from public view the following: the drying or hanging of clothes, yard equipment, wood piles or storage piles which are incident to normal residential requirements of a typical family.

Section 16. Use of Common Properties. There shall be no obstruction of any part of the Common Properties, which are intended to remain unobstructed for the reasonable use and enjoyment thereof. No Owner shall appropriate any part of the Common Properties to his exclusive use, nor shall any Owner do anything which would violate the easements, rights, and privileges of any Owner in regard to any portion of the Common Properties which is intended for the common use and benefit of all Owners. Except as may be herein permitted, no Member shall plant, place, fix, install, or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvements or store any of his personal property on the Common Properties or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the Common Properties in violation of the provisions of this Section and to recover the cost of such removal from the Owner responsible, and to have a lien on such Owner's Lot to secure the payment of such cost, all on the same terms and provisions as are set forth in Section 14, above.

Section 17. Exempt Property. Notwithstanding any provision contained herein to the contrary, the Common Properties shall not be subject to or burdened by the building and use restrictions set forth in this Article X, except to the extent same are made specifically applicable to the Common Properties.

Section 18. Propane, Butane or LP Gas. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type, shall require the prior written approval of the Architectural Control Committee, and, if so approved, shall be underground. Any control boxes, valves, connections or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the street, Golf Course or from any Common Properties or any other area or any other Lot.

Section 19. Drainage. Neither the Declarant nor the Association, nor any of their successors or assigns, shall be liable for any loss of use, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot whatsoever in The Subdivision caused by any water levels, rising water, or

drainage waters.

Section 20. Increasing Insurance Risks Prohibited. Nothing shall be done or kept on a lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or the Common Properties which would result in the cancellation of insurance on the Common Properties which would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.

Section 21. Development Activities. THIS SECTION LISTS SPECIAL CONSIDERATIONS AND PRIVILEGES RESERVED BY THE DEVELOPER DURING THE DEVELOPMENT PHASE OF THE SUBDIVISION.

Section 22. Operation of Vehicles on Hike, Bike and Horse Trails. No automobiles, trucks, motorcycles, trail or motor bikes, nor any similar vehicles, shall be allowed on the hike and bike trails within The Subdivision. However, manually-propelled bicycles are permitted on the trails designated by the Association as "bike" trails.

Section 23. Temporary Utility Easements. From time to time the Declarant may authorize utility companies to place temporary lines, poles, and appurtenances outside of dedicated utility easements, to which each lot owner consents.

ARTICLE XI

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any land subject to this Declaration, the Original Declaration, or any Supplemental Declaration, their respective legal representatives, heirs, successors, and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2020. During the initial term, the covenants and restrictions contained in all Articles hereof may be changed or terminated only by an instrument signed by the then Owners of all Lots in the Subdivision and properly recorded in the appropriate records of Nueces County, Texas. Upon the expiration of such initial term, all of the covenants and restrictions of this Declaration as changed, if changed), shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions contained in all Articles hereof may be changed or terminated only by an instrument signed by the then Owners of no less than ninety per cent (90%) of all of the Lots in the Subdivision and properly recorded in the appropriate records of Nueces County, Texas.

Section 2. Enforcement. Declarant, or Declarant in and for the Association, and/or the Association, as a common expense to be paid out of the Maintenance Fund, at any Owner of his own expense, shall have the right to enforce by proceedings at law or in equity all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this Declaration, the Original Declaration, or any Supplemental Declaration, except as may be otherwise provided in such instruments. Failure of the Association or of any Owner to take any action upon any breach or

default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. Amendments by Declarant. 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 furtherance of 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.

Section 4. Interpretation. If this Declaration, or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the Interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 5. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

Section 6. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 8. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

Section 9. F.H.A./V.A. Approval. So long as there is a Class B membership and there is a valid V.A. or F.H.A. letter of acceptance on the subject property, the following actions will require the prior approval of the Federal Housing Administration ("F.H.A.") or the Veteran's Administration ("V.A."): (1) Annexation of additional properties; (2) Dedication of Common Area; and (3) Amendment of this Annexing Declaration (except as provided for in Section 3 herein, relative to ministerial corrective amendments).

ARTICLE XII

Board of Trustees and Lienholder

Section 1. Board of Trustees. The Board of Trustees, as manager of the affairs of the Association, has executed this Annexing Declaration to evidence its joinder in, consent to, approval and ratification of these Supplemental Declarations providing for maintenance charges and assessments on such additional lands which may differ in amount, basis or method of computation from that provided for in the Original Declaration, and approval is also given to the imposition of the foregoing covenants, conditions, and restrictions.

Section 2. Lienholder. CHARTER SAVINGS AND LOAN ASSOCIATION, the owner and holder of the only lien covering the Properties, has executed this Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions and restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, and the Lienholder, have executed this Annexing Declaration to be effective the 7th day of July, 1983.

(signatures on original)

THIS DOCUMENT WAS RETYPED FROM THE ORIGINAL INSTRUMENT FOR EASE OF REPRODUCTION ONLY. THE FULL AND COMPLETE TEXT OF THE ORIGINAL INSTRUMENT IS AVAILABLE FROM THE NUECES COUNTY CLERKS OFFICE.