

RESTRICTIVE COVENANTS
SHORELINE OAKS UNIT ONE

SHORELINE OAKS INC., a Texas Corporation, hereinafter called "Owner", of the following described property situated in Nueces County, Texas. To-wit:

SHORELINE OAKS UNIT ONE, a Subdivision of Corpus Christi, Nueces County, Texas, containing Acres of land (including street dedications), more or less, as shown by , Map or plat thereof recorded in Volume 64, Pages 255-256 Map Records of Nueces County, Texas, reference to which ere hereinafter called subdivision":

has subdivided such property into lots and blocks, with intervening streets, avenues, drives, parks, parkways, alleys and easements for drainage and utility facilities, and has dedicated said streets, avenues, drives, parks, parkways and easements as set forth on the above mentioned map or plat of said subdivision.

I. SCOPE OF RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said subdivision and the lots and blocks therein contained as a restricted residential subdivision, the following restrictions, conditions and use limitations are hereby established, adopted and imposed upon each lot or parcel of land in said subdivision, as shown by said map, which restrictions conditions and use limitations shall constitute covenants running with the and, shall be binding upon and inure to the benefit of Owner, its successors and assigns, and upon all persons acquiring property in said subdivision, whether by purchase, descent, devise, gift or otherwise, and each person, by the acceptance of title to any lot of said subdivision, shall agree and covenant to abide by and perionn the term, conditions, restrictions and covenants as set forth herein. Such restrictions, conditions and use limitations shall be made a part of each contract and/or deed executed by, or on behalf of, Owner, conveying a lot or lots within said subdivision, by reference to the place of record of this instrument. By acceptance thereof, the grantee, and all persons claiming under him, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all the terms, conditions and restrictions set out in this instrument. in the event, however, of the failure of any contract and/or deed to any lot or lots in said subdivision to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such lot or lots shall be construed to be subject to the terms of this instrument.

II. Definitions

1. A "street" shall be deemed to include any road, street, avenue, drive, court, square, circle, terrace, plaza or passageway shown as a thoroughfare on the recorded map of such subdivision.
2. A "lot" is a single family residential building site in such subdivision.
3. A "corner" lot is a lot that abuts on more than one street.
4. Each lot, except a corner lot, shall be deemed to "front" upon the Street which it abuts. A corner of shall be deemed to front upon the street abutting its small dimension.

III. ARCHITECTURAL CONTROL

1. There is hereby created an Architectural Control Committee hereinafter sometimes referred to as the Committee which shall be composed of two (2) members. Each member shall serve until his successor is named, as provided herein, and shall be:

RICHARD VOSS

MIKE BRIDGES

In the event of the death or resignation of any member of the Committee, the remaining member shall have full authority to designate and appoint a successor. No member of the Committee or his designated representative shall be entitled to any compensation for services performed hereunder. The record owners of a majority of the lots in such subdivision shall have the power. At any time, through a duly recorded written instrument, to change the membership of the Committee, to withdraw powers and duties from the Committee, or to restore the powers and duties of the Committee. Such action shall be effective only upon retardation of written instrument properly reflecting same,

2. No building or any other structure or improvement shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to quality of work and materials, harmony of external design with existing structures, and as In location with respect to topography and finish grade elevation.

3. Final plans and specifications must be submitted in duplicate to the Committee for approval or disapproval prior to the start of 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 plat and specifications the owner realtor and/or builder of said lot and/or improvements agrees and covenants to conform such construction to the requirements of THE RESTRICTIVE COVENANTS and the Architectural Control Committee.

4. The Committee's approval or disapproval as required in these covenants shall be in writing, In the event the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to rejoin the construction is commenced prior to the completion of such construction then approval is presumed.

5. The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the subdivision in the following particulars, to-wit:

- a. Change all restrictions in conflict where one lot and all or a portion of other contiguous lots are being used together for the purpose or building a single family residence.
- b. Modify those restrictions in the case lots which are unusual in Size, or which are of an unusual or irregular shape, where such change is deemed for the advantage or best appearance of the immediate community.

6. 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.

IV. GENERAL LAND USE

1. All lots in said subdivision shall be used for single family dwellings and for no other purpose.
2. All improvements of any nature placed on any lot shall be newly erected on said lot, and no secondhand or used buildings or other improvements shall be moved onto any of said lots.
3. No commercial activity of any nature shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and no part of said premises shall be used for the commercial treatment of tuberculosis or any other contagious or infectious disease.
4. No outdoor toilet shall be placed on any lot, except during construction of a home.
5. 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.
6. No sign of any kind shall be displayed to the public view except for one professional sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and initial sales period. Model Parks may have a sign up to fifteen (15) square feet per Model.
7. No structure of a temporary nature, nor any trailer, basement, shack, garage or other outbuilding, or any part thereof, shall be used as a residence or dwelling, either temporarily or permanently. Garages and outbuildings that are appurtenant to a residence may be erected on each building site upon which a main dwelling has been erected.
8. House trailers, boats, buses, trucks or similar vehicles shall be parked only as and where approved by the Committee. Boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind or portable buildings are not to be permanently or semi-permanently stored in the public street right-of-way or on driveways or parking areas, except as and where approved by the Committee.
9. No lot shall be used or maintained as a dumping ground for rubbish or trash.
10. Garbage shall not be kept except in sanitary containers, and such containers shall be kept in a clean and sanitary condition. Underground garbage can holders or other devices (designed to prevent unsightly cans being seen from the Street) must be approved by the Architectural Control Committee. Garbage containers should be removed from the street within 12 hours of trash pick up.
11. No garage or outbuilding apartments for rental purposes are permitted on any lot, All living quarters on any lot, other than in the main building, must be for the use of the owner's or occupant's immediate family or servants only.
12. No radio or television aerial or guy wires shall be maintained on any portion of any lot forward of the front wall line of the main dwelling constructed on such lot.
13. No clotheslines may be placed where they would be visible from the Street. Such clotheslines must be enclosed by a hedge or other type screening enclosure, as may be approved by the Architectural Control Committee as a part of the plans for the improvements to be located on the property.
14. All materials must be new materials, or substantially the same or better than that which can be produced on the date construction of the improvements commenced, and no secondhand or used materials shall be utilized in the construction of improvements on any lot within the subdivision.

5. No horses, cattle, cows, hogs, swine, sheep, goats, poultry or livestock of any kind other than pets of reasonable kind and number ordinarily kept in residential subdivisions, may be kept on any part of the subdivision. No pets may be kept or bred for commercial or business purposes, nor shall they be allowed to run at large within the subdivision. Should ordinary household pets become a nuisance, in the opinion of the Declarant, they must be removed from the premises and the subdivision.

V. SIZE DESIGN AND PLACE OF IMPROVEMENTS

1. Facing: The main building on each lot shall be constructed to face the street upon which such lot fronts, as prescribed in paragraph 4 of Part I above, except that the Committee may authorize the construction of improvements on corner lots facing either diagonally across such lot or facing the street abutting the longer dimension of such lot,
2. Height and Floor Area Limitations: 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 residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum eleven hundred (1100) square feet.
 - c. The enclosed ground floor area of the main dwelling of any two-story residence, exclusive of porches, garages (whether attached or detached), patios, breezeways or other appendages, shall contain a minimum of seven hundred (700) square feet, and the total square footage of such dwelling shall be not less than twelve hundred (1200) square feet.
 - d. Floor elevation of residential structures below the base flood elevations as indicated on The Flood Hazard Boundary Map is prohibited and is subject to regulations now contained in the Corpus Christi Flood Hazard Prevention Code.
3. Exterior Walls: The first floor exterior walls of each main dwelling shall be at one hundred (100%) masonry, which shall include, but shall not be limited to natural, stone, brick or stucco or a hard siding veneer. In computing this masonry requirement, all door and window openings and gables shall be excluded in determining the remaining portions of the exterior walls and other surface areas of the building and on any outbuilding or appendage thereto, except greenhouses, must be in harmony with the general architectural design of the main building, as determined by the Committee. No asbestos siding may be used for walls or trim, but asbestos may be used in sheeting form if approved by the Committee.
4. Roof: The pitch of the roof of each main building and outbuildings, either attached or detached, is subject to the approval of the Committee, and in no event will flat roofs be permitted. Roofs may be of wood, tile, fiberglass or composition materials, but if composition materials are used, same may not be less than 240 pound weight, and in no event shall the composition roof have a warranty of less than 25 years or less than a 4:12 Pitch.
5. 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.
6. Fences or Walls: No fence or wall shall be erected, placed, altered or maintained on any building site nearer to the front lot line than the minimum building setback line shown on the recorded plat of the subdivision or, in any event, forward of the front wall line of the main building. No fence shall be constructed higher than six feet (6') and shall be subject to approval by the Committee.

7. Building Lines: No building, fence or wall shall be constructed on any lot or lots in said subdivision nearer the front lot line than the yard requirement/setback line shown on the plat of such subdivision, nor farther away from the front lot line than the Committee determines to be in harmony with existing buildings in the immediate vicinity. Except as to those zero lot line lots, no portion of any main building shall be constructed nearer than five feet (5') to any interior lot line: however, in the case of any unusual or irregularly shaped lot, buildings and other improvements may be constructed thereon as approved by the Committee,
8. Detached Building Location: Any garage, servants quarters or any outbuilding of any kind detached from the main building shall be located on the rear one-half ($\frac{1}{2}$) of the lot, shall be located with reference to the side lot 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 casement along the rear or side property line of such lot
9. Upkeep: The purchaser of each lot in said subdivision shall be responsible for the proper maintenance and upkeep of such lot at all times. He shall keep any weeds on such lot neatly mowed, and he shall not permit the accumulation of trash, rubbish, or other unsightly articles on said lot or the abutting easements or streets. The area between the pavement and the lot line shall also be kept and maintained by the owner of the adjoining lot. If any lot owner does not comply with the terms of this paragraph, then owner is authorized to have such lot cleaned and maintained in order to comply with the provisions of this paragraph for the account of the owner of said lot, and Owner shall be entitled to reimbursement of the amount of any reasonable expenses so incurred by owner from the lot owner for whose account and benefit such maintenance and upkeep was performed.
10. Sight Distance at Intersections: 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 the triangular area formed by the streets, property lines and a line connecting them at points 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 line extended to intersect. The same sight 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 is maintained sufficient height to prevent the obstruction of the above sight line.
11. Landscaping: Upon substantial completion of construction of any dwelling the Owner thereof will have complete grass covering, ten (10) one gallon bushes and one (1) twenty gallon tree in all areas of the lot between the Street in front thereof and the location of the front edge of the foundation. Alternate landscaping to be approved by the Committee.
12. Garages: No carports shall be allowed. Each lot must have at least a $1\frac{1}{2}$ two-car detached or attached automobile garage constructed as a part of any dwelling build thereon.
13. Driveway Access: No driveway access is permitted to Holly Road.

VI. DURATION OF RESTRICTIONS

The restrictions, conditions, use limitations and covenants herein set forth shall continue and be binding upon Owner, its successors and assigns, for a period of thirty-five (35) years from the date hereof, unless terminated or amended as hereinafter provided. At the expiration of said term of thirty-five (35) years above set out, such restrictions, conditions, use limitations and covenants shall automatically be extended for an additional ten (10) year period, and for successive periods (10) years thereafter, unless same are nullified or revised as hereinafter provided. After the expiration of thirty-five (35) years from the date of this instrument, the owners of a majority of the lots in said subdivision, who are actual bona fide inhabitants thereof may execute and acknowledge an agreement in writing terminating or revising the terms of this instrument and file the same in the Office of the County Clerk of Nueces County, Texas, or in such office as conveyance of real estate then may be required to be filed, and then and thereafter,

the restrictions, conditions, use limitations, and covenants set forth in this instrument shall be null, void, and of no further force and effect, or shall be modified or revised as such recorded instrument may direct.

VII. RIGHT TO ENFORCE

The restrictions herein set forth shall be binding upon Owner, its successors and assigns, and all parties claiming by through, or under them, and all subsequent owners of property in said subdivision. each of whom shall be obligated and bound to observe the terms of this instrument; provided, however that no such persons shall be liable except with respect to breaches committed during his or their ownership of said property. The violation of any term or provision of this instrument shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against any lot or any part thereof, but such liens may be enforced as against any and all lots covered thereby, subject, nevertheless, to the terms of this instrument. Owner, or the owner of any lot or lots in said subdivision, shall have the right to enforce observance or performance of the provisions of this instrument. If any person violates or attempts to violate any term or provision of this instrument, it shall be lawful for any person owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any term or provision of this instrument, in order to accomplish any one or more of the following: to prevent him or them from so doing; to correct such violation; to recover damages; or to obtain such other relief for such violation as then may be legally available.

VIII. SEVERABILITY

Invalidation of any of the terms, provisions, or covenants contained in this instrument, by judgment or court order, shall not in any way affect any of the other terms, provisions, or covenants set forth in this instrument, which shall remain in full force and effect.

IX. EASEMENTS

All lots in this subdivision are subject to certain easements over and across portions of each lot, as shown by the map of said subdivision, such easements being deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, including water lines, sewer lines, electric lighting and telephone poles or cables, pipelines and drainage ditches or structures, television cable, and equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of any or all of the owners or operators of such utilities, to remove any obstructions on said easement right-of-way as in its or their opinion may interfere with the installation or operation of its or their circuits, lines, pipes, drainage ditches, or structures. 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 right of way.

X. DEDICATION

This instrument of dedication relates to and affects only the property covered by the map or plat of the subdivision, and shall not affect other property.

XI. AMENDMENT

These RESTRICTIVE COVENANTS may be amended at any time by consent of not less than seventy-five percent (75%) of the record owners of fee simple title of all lots in said subdivision, as such record ownership is reflected by the records of the County Clerk of Nueces County, Texas.

XXII. ATTORNEY'S FEES

In the event any party seeking to enforce these RESTRICTIVE COVENANTS incurs attorney's fees or expenses for enforcement hereof against a defaulting party, the party in default agrees and covenants to pay and be liable for all such expenses and attorney's fee so incurred.

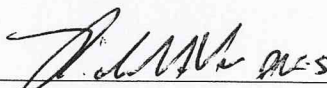
XIII. LIENHOLDER RATIFICATION

The undersigned lienholder is executing this document merely to evidence their ratification of this document as it affects title to the subdivision, and for no other purpose.

EXECUTED this the 28 day of February, 2006.

SHORELINE OAKS, INC., a

Texas Corporation




RICHARD A. VOSS

PRESIDENT

RATIFIED BY:

TEXAS STATE BANK

BY: 

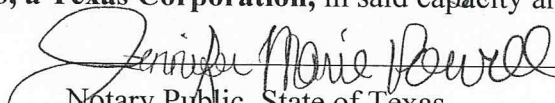
ITS: First Vice President

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 28th day of February, 2006, by **RICHARD A. VOSS, PRESIDENT of SHORELINE OAKS, a Texas Corporation**, in said capacity and on behalf of said entity.

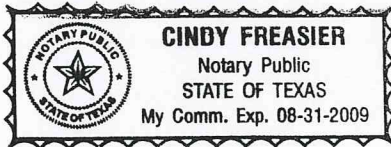



Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 28th day of FEBRUARY 2006, by FRANK HASTINGS, FIRST VICE PRESIDENT of TEXAS STATE BANK, in said capacity and on behalf of said bank.



Cindy Freasier
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
SHORELINE OAKS, INC.
5333 Yorktown Suite F
Corpus Christi, Texas 78413

**RESTRICTIVE COVENANTS
FOR
SHORELINE OAKS INC.**

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is Invalid and unenforceable under FEDERAL LAW, 3/12/89

STATE OF TEXAS
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Nueces County, Texas



Diana T. Barrera
COUNTY CLERK
NUECES COUNTY, TEXAS

GF# Misc. 2f
AMOUNT: _____
PAGES: 8
Southside
SAN JACINTO TITLE COMPANY

Doc# 2006010526
Pages 8
03/01/2006 4:25PM
Official Records of
NUECES COUNTY
DIANA T. BARRERA
COUNTY CLERK
Fees \$43.00