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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ARUBA P.U.D., A PLANNED UNIT DEVELOPMENT

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THIS DECLARATION is made this 24 day of November, 2020, by **ARUBA P.U.D., A PLANNED UNIT DEVELOPMENT**, a Texas Limited Liability Company, and shall be binding on its successors and assigns, hereinafter collectively referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant, is the owner of certain property in the County of Nueces, State of Texas, which is more particularly described as follows ("Property"), to-wit:

> Aruba P.U.D., a Planned Unit Development as shown by the map or plat thereof ("Plat") recorded in Document No. 2019042649 at Volume 69, Page 309, Map Records of Nueces County, Texas, attached hereto as Exhibit "A" and to which reference is here made for all pertinent purposes;

WHEREAS, Declarant desires to establish a uniform set of easements, restrictions, covenants and conditions under which the Property shall be held, sold and conveyed:

NOW THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions ("Restrictions") which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, its successors and assigns, and shall inure to the benefit of each Owner thereof.

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ARTICLE I

DEFINITIONS

Section 1. "Association"

"Association" shall mean and refer to **ARUBA BAY HOMEOWNERS ASSOCIATION, INC.**, a Texas Non-Profit corporation, its successors and assigns.

Section 2. "Unit/lot"

"Unit/lot" shall mean and refer to any unit/lot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area. The unit/lots are designated on the Plat of the Property as 52 Units. See attached Plat.

Section 3. "Common Area"

"Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area includes the General Common Area and Limited Common Area. The Common Area to be unencumbered (save and except the construction lien) and owned by the Association at the time of the conveyance of the first Unit/Unit/lot is reflected on the Plat of the Property.

Section 4. "Declarant"

"Declarant" shall mean and refer to **ARUBA P.U.D., A PLANNED UNIT DEVELOPMENT.**, developer, and/or Assigns, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Units/Unit/lots acquired by such successor or assign, and may also include the owner of any of the annexable property described in Article X, who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the annexed property acquired by such party , and shall also include the owner of any of the annexable property described in Article X, their successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Units/Unit/lots acquired by such successor or assign.

Section 5. "General Common Area"

"General Common Area" shall mean that portion of the Common Area which is not Limited Common Area and which is for the common use of the Owners of the unit/lots.

Section 6. "Home"

"Home" shall refer to the improvements constructed upon any unit/lot, subject to this Declaration, for use as a single family dwelling, as that term is defined by local ordinance. May also be referred to as a "Walls-In" for insurance purposes.

Section 7. "Limited Common Area"

"Limited Common Area" shall mean any part of the Project which is set aside for the exclusive use of the Owner of a unit/lot and the guests and invitees. Those units /lots which have assigned guest parking spaces are designated as Limited Common as shown on Exhibit "A" attached hereto and incorporated herein. Subject to existing easements and any created or necessarily implied herein, the Owner of each

unit/lot shall have an exclusive easement to use the Limited Common Area adjoining their unit/lot for their benefit and the benefit of their family, tenants, contract purchasers, guests and invitees. Fee simple title to the Limited Common Area shall be owned by the Association. The Board of Directors of the Association shall resolve any dispute over use of such Limited Common Area.

Section 8. "Member"

"Member" shall mean a member of the Association.

Section 9. "Owner"

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any unit/lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Property"

"Property" shall mean and refer to that certain real property hereinbefore described, and such additions hereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Resident"

"Resident" shall mean any person who occupies a unit/lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Building, subject to the following provisions:

Subject to the required notice and hearing provided for in Chapter 209 of the Texas Property Code, the right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an Owner for 1) any period during which any assessment against his unit/lot remains unpaid, and 2) a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and 3) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two- thirds (2/3rds) of each class of members has been recorded.

Section 2. Delegation of Use

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

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership

Every Owner of a unit/lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit/lot which is subject to assessment.

Section 2. Voting Rights

The Association shall have two (2) classes of voting membership:

- **Class A-** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each unit/lot owned. However, all Class A voting rights shall be suspended until all Class B Membership has ceased to exist. When more than one (1) person holds an interest in any unit/lot all such persons shall be members. The vote for such unit/lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any unit/lot. As provided in the Certificate of Formation for the Association, if requested by the Association, multiple owners must designate in writing one (1) owner to exercise the single vote attributable to the jointly owned unit/lot.

- **Class B-** The Class B member shall be the Declarant (or lienholder as provided in Article XII herein) and shall be entitled to one (1) vote for each unit/lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

  - When all land to which Declarant has obtained voting rights is sold to a bona fide third party purchaser;
  - When Declarant files of record a written instrument terminating Class B membership; or
  - on January 31, 2028.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments

The Declarant, for each unit/lot owned within the Property on which a Home has been completed and Certificate of Occupancy issued for at least one hundred eighty (180) days, hereby covenants, and each other Owner of any unit/lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

1) annual assessments or charges; and
2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

In addition, each Owner of any unit/lot, but not the Declarant, is deemed to covenant and agree to pay to the Association a "working capital fund fee" equal to one-quarter of the annual assessment which was in

effect at the time the Owner acquired title to the unit/lot and shall be payable at such time. The covenant in this section shall not constitute a guarantee, or promise of any kind by Declarant to pay any assessment, or any other obligation of any Owner other than Declarant, and Declarant shall have no assessment obligation beyond that set forth in this Article. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the unit/lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Association may elect to bill for and collect the annual assessment from each Owner on a monthly, quarterly or semi-annual basis.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used to pay the following costs and expenses:

1) Property insurance on the Home buildings and General Common Area improvements;
2) General liability insurance for the General Common Area;
3) Electric and water costs for the General Common Area only;
4) Construction of improvements in the General Common Area;
5) Maintenance of the General Common Area and all improvements including private improvements may include but not limited to water, wastewater, street, storm water infrastructure, open spaces, or other improvements identified as necessary for the approved use of the property to be platted thereon;
6) Landscaping of the General Common Area; and
7) Maintenance of the townhome building exterior as provided in Article V; and
8) Carry out any purposes or powers set out in the Articles of Incorporation for the Association.
9) Association may select Cable TV and Internet connections for entire project.
10) Any fees and/or costs owed to the Kokomo Yacht Club as more particularly set out in Article XV herein.

The assessments shall be placed in an account ("Common Fund") for such purposes.

Section 3. Maximum Annual Assessment

Until January 1, 2022, the maximum annual assessment shall be as provided in Section 6 of this Article and such annual assessment may be increased as follows:

- From and after January 1, 2022, the maximum annual assessment per Unit/lot may be increased each fiscal year not more than twenty percent (20%) above the maximum annual assessment for the previous year by action of the Board of Directors of the Association and without a vote of the membership.
- From and after January 1, 2022, the maximum annual assessment per unit/lot may be increased above twenty percent (20%) by a vote of a majority fifty-one percent (51%) of each class of members who are voting in person or by proxy, at a special meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements

In addition to the annual assessments 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall

have the assent of a majority fifty-one percent (51%) of the votes of each class of members who are voting in person or by proxy at a special meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not resent, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two-thirds (2/3rds) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment

Both annual and special assessments shall be fixed at a rate shown in the attached exhibit for each unit/lot. The initial annual assessment for each Unit/lot shall be set annually by the Board of Directors and filed as an exhibit to the Homeowners Association. The annual assessments for the end of 2021 are attached as an Exhibit "B".

Section 7. Date of Commencement of Annual Assessments and Due Dates

Except as specifically provided in Section 1 of this Article concerning Declarant, the annual assessments provided for herein shall commence as to all unit/lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of subsequent annual assessments against each unit/lot at least thirty (30) days in advance of each annual assessment period (except that the assessments for the first such period need not be fixed within such time period). Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and, unless otherwise provided, the Association or its agent shall collect each month from the Owner of each unit/lot, one-twelfth (1/12th) of the annual assessment for each unit/lot. Unless and until the Board of Directors establishes otherwise, the due date for all monthly assessment payments shall be the first day of the month. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer, or the managing agent, if any, of the Association setting forth whether the assessments on a specified unit/lot have been paid. A properly executed certificate of the Association as to the status of assessments on a unit/lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments and Remedies of the Association

THE ASSOCIATION SHALL BE BOUND BY AND SHALL FOLLOW ALL LAWS CONCERNING ENFORCEMENT OF REMEDIES FOR NONPAYMENT OF ASSESSMENTS INCLUDING THOSE CONTAINED IN TEXAS RESIDENTIAL PROPERTY OWNERS PROTECTION ACT OF THE TEXAS PROPERTY CODE.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the Association may charge a one-time late fee not to exceed $50.00 and the assessment shall also bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's unit/lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his unit/lot, or by renunciation of membership in the Association. Each such Owner, by acceptance of a

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deed to a unit/lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property and such Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure of said lien. One method of enforcement and foreclosure of such assessment liens, although not to the exclusion of other means of enforcement, shall be by the Association appointing, in writing, a Trustee, and upon requesting the Trustee to foreclose the lien and, after compliance with any required judicial action, the Trustee shall do the following:

1) Advertise the time, place, and terms of sale and mail notices as required by Section 51.002, Texas Property Code, as then amended, and otherwise comply with that statute;
2) Sell all or part of the property to the purchaser with a general warranty binding the defaulting Owner; 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 Owner; and
    d) To the defaulting Owner, any balance.

The Association, acting on behalf of the Owners shall have the power to bid for the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium for fire and other hazard insurance. If any of the property is sold under this lien, the defaulting Owner shall immediately surrender possession to the purchaser. If the defaulting Owner fails to do so, the defaulting Owner shall become a tenant at will of the purchaser, subject to an action for forcible detainer. Recitals in any trustee's deed conveying the property will be presumed to be true. Notwithstanding anything contained herein to the contrary, an Owner may give to the Association, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 9. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate and inferior to any mortgage, vendor's lien, deed of trust or other security instrument which secures any loan made by any lender to an Owner or Declarant for 1) any part of the purchase price of any unit/lot and the improvements thereon, if improved, when the same is purchased, or 2) any part of the cost of constructing, repairing, adding to, or remodeling the residence and appurtenances situated on any unit/lot to be utilized for residential purposes, or 3) a Texas Home Equity Loan made pursuant to Article 16, Section 50 of the Texas Constitution; and which mortgage, vendor's lien, deed of trust or other security instrument is filed for record prior to the date on which payment of any such charges or assessments become due and payable. Sale or transfer of any unit/lot shall not affect the assessment lien. However, the sale or transfer of any unit/lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the Owner of the unit/lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property

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

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Section 11. Reserves and Surplus

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

Section 12. Establishment of Working Capital Fund

Notwithstanding anything contained herein to the contrary, Declarant shall establish a working capital fund to assist the Association in meeting unforeseen expenditures, make capital improvements or to purchase any additional equipment or services. Any amounts paid into this fund should not be considered as advance payments of regular annual assessments. At the time of the initial sale of a unit/lot by Declarant, the purchaser shall pay a one-time working capital fee equal to three (3) months of the then annual assessment for the unit/lot. Upon the later conveyance of the unit/lot, the new purchaser shall also be required to pay into the fund three (3) months of the then current annual assessment for the unit/lot.

Section 13. Collection of Working Capital Fund

Each unit/lot's share of the working capital fund shall be collected from the purchaser at the time the sale of the unit/lot is closed and then shall be transferred to the Association for deposit to a segregated fund.

ARTICLE V

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each unit/lot which is subject to assessment hereunder, as follows: repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, foundations, trees, shrubs, grass, walks, parking spaces, in front yard area, sidewalks, and other exterior items. Exterior maintenance shall not include the Limited Common Area, glass surfaces, rear patio areas, windows, doors and garage doors, or their fixtures or hardware, landscaping installed by Owner (if any) and rear yard maintenance, exterior light fixtures operated from a Home, mechanical equipment and exterior hardware servicing a particular Home, all of which shall be the sole responsibility of the unit/lot Owner. **All other maintenance of any kind (interior or exterior) shall be the sole responsibility and obligation of the Owner. Further, any work performed by the Owner and their contractors shall be done in compliance with all windstorm insurance requirements and proof of compliance must be provided by the Owner to the Association. No work shall be done if it results in an increase in the insurance rates charged to the Association.**

The Limited Common Area shall be maintained by each respective Owner who has exclusive use of the particular Limited Common Area adjoining their unit/lot. In the event that the need for maintenance or repair of a unit/lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the unit/lot needing such maintenance or repair, the cost of such exterior maintenance shall be immediately paid by the Owner upon demand by the Association and if not paid said obligation shall be added to and become part of the assessment of which such unit/lot is subject and shall bear interest at the highest lawful rate.

In the event an Owner of any unit/lot in the Property shall fail to maintain the premises and the improvements situated thereon (other than those repairs to be provided by the Association), including the Limited Common Area, in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the unit/lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be immediately paid by the Owner upon demand by the Association and if not paid said obligation shall be added to and become part of the assessment to which such unit/lot is subject and shall bear interest at the highest lawful rate.

ARTICLE VI

WALLS

Section 1. General Rules of Law to Apply

Each wall which is built as a part of the original construction of the Homes upon the Property and placed on the dividing line between the unit/lot, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance

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

Section 3. Destruction by Fire or Other Casualty

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

Section 4. Weatherproofing

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

Section 5. Right to Contribution Runs With Land

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration

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

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Section 7. Party Wall Insurance

Notwithstanding anything contained herein to the contrary, in the event the subject loss is covered by insurance, then this Article shall apply with respect only to that portion of the loss for which the insurance proceeds are not available.

ARTICLE VII

INSURANCE AND CONDEMNATION

Section 1. Physical Damage Insurance

The Declarant, for each unit/lot owned, and each Owner of any unit/lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to irrevocably nominate the Association, as Trustee, with authority to obtain and maintain property insurance coverage for all Homes, insuring the building and fixtures (permanently attached to the building) in an amount sufficient to cover up to the full replacement cost thereof as the Board in its discretion deems appropriate. Such insurance, to the extent available, may include (but not to the exclusion of other coverage deemed appropriate by the Association) coverage against water damage, flood insurance, vandalism and malicious mischief. Such policies of physical damage insurance shall be written in the name of the Association, as Trustee for each Owner, and shall contain Waivers of Subrogation against individual Owners, the Association, it's Board of Directors, Officers, Employees and/or Agents, and Waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by any Owner, or, of the invalidity arising from any acts of the insured's, or any Owner, and shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insured's, including any mortgagee of any unit/lot, unless an endorsement for such period is unavailable, in which case the standard policy time period shall apply to each Owner or

Each policy shall contain a Texas Standard Mortgagee clause in favor of any first mortgagee of any unit/lot, which shall provide that the loss, if any, shall be payable to such first mortgagee as it's interest may appear, subject however, to the loss payment provisions in favor of the Association as set forth herein. All such policies shall provide that adjustments of loss shall be made by the Association with the approval of the Owner, and that the net proceeds there from shall be payable to the Association, as Trustee. The deductible under each policy shall be paid by the Association unless the Board of Director's in their sole discretion, determine that the loss was caused primarily by the negligence of the Owner, their tenants, guests or family, in which case the deductible shall be immediately paid by the Owner upon demand by the Association and if not paid said obligation shall be added to and become part of the assessment to which such unit/lot is subject and shall bear interest at the highest lawful rate. For so long as the Association carries a blanket policy on the Project, the premiums for insurance obtained by the Association on each unit/lot shall be a part of the common charge under the annual assessment.

In the event the Association elects to discontinue the use of the blanket policy or for some other reason decides that the premiums shall not be a part of the common charge, then such premiums shall be an expense of the specific Owner of the unit/lot so covered and a debt of such Owner and shall be paid within thirty (30) days after notice and statement thereof.

Although the Association shall not be liable for the payment of premiums, in the event of an Owner's default, the Association may advance the payment there for, on the account of the defaulting Owner. In such event of default, the premium, together with interest at the highest lawful rate, costs and reasonable attorney's fees, shall become a charge and continuing lien against the unit/lot upon which such premium

charge is made. Such lien shall have the same priority status and may be enforced in the same manner as the lien for annual or special assessments provided in this Declaration.

Owners shall not be prohibited from carrying additional insurance for their own benefit, provided that such policies contain Waivers of Subrogation against individual Owners, the Association, its Board of Directors, Officers, Employees and/or Agents, and further provided that the liability of the carrier issuing the insurance procured by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

All insurance proceeds paid on any loss claim shall be first deposited in a bank or other financial institution, in an interest bearing account insured by a Federal Government Agency, with provision that such proceeds, or any part thereof, may only be withdrawn upon the signatures of at least two (2) members of the Board of Directors, or their designee.

Each Owner shall be responsible for his own personal liability insurance within the exclusive use and occupancy of such Owner. In addition, each Owner, and not the Association, shall be responsible for 1) any personal property and fixtures owned by Owner and 2) insuring all betterments and improvements made by the Owner to their Home.

Furthermore, the Association shall thereupon procure a Fidelity Bond covering its Board of Directors, Officers, Employees and/or Agents in connection with such proceeds. Notwithstanding the foregoing provisions of this section, it is further provided that the requirement for the maintenance of insurance on a Home shall not apply to any Home acquired by the Veteran's Administration or Federal Housing Administration under a mortgage foreclosure during the period of ownership by either said Veteran's Administration or the Federal Housing Administration.

Only the Association, as Trustee, the Owner, and his first mortgagee shall be beneficiaries under the policy, although not necessarily named in said policy. Assignment of the policy or of the proceeds of the policy, in the event of loss, shall be prohibited. The Association may consult with and employ an attorney of its choice with respect to any question relating to its duties or responsibilities hereunder and shall not be liable for any action taken or omitted by it in good faith or on advice of counsel. The Association shall be reimbursed for all expenses incurred by it in connection with its duties under this Article, as a charge against the insurance proceeds, except for such expenses incurred as a result of bad faith or willful misconduct.

Section 2. Public Liability Insurance

The Association may obtain broad form public liability insurance protecting the Association, the Board of Directors, Officers, Employees and/or Agents of such Association, in such form and amounts as is deemed reasonable by the Association. The Association shall also include coverage for individual Owners for occurrences on the Property, except for areas reserved for the exclusive use and occupancy of such individual Owner.

Premiums for public liability insurance shall be part of the common expense payable out of annual assessments provided herein. Each Owner shall be responsible for his own public liability insurance for areas within the exclusive use and occupancy of such Owner and each Owner shall be responsible for his own hazard insurance to cover all personal property and fixtures owned by Owner and located on or about the unit/lot.

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The Association may secure such other forms of insurance coverage as the Board of Directors may from time to time direct, to be paid as a common expense.

Each owner shall be responsible for his own personal liability insurance along with the betterments and improvements for the areas within the exclusive use & occupancy of such owner.

Section 3. Limitations on Hazards

Under no circumstance shall an Owner permit or suffer anything to be done or left in his Home which will increase the insurance rate on his Home or any other Home, or of the Common Area, other than an endorsement for Tenant Occupancy or Vacancy.

Section 4. Repair or Reconstruction After Fire or Other Casualty

A. In the event of any injury or damage to or destruction of any part of the improvements on the Property as a result of fire or other casualty covered by insurance, the Association shall, except as provided in subsection D below, arrange for the repair and restoration of the improvements (including any damage to Homes, except wall, ceiling, or floor decorations or coverings, or other furniture, furnishings, fixtures, or equipment installed by Owners individually), in accordance with the original plans and specifications (except as modified to changed building requirements or conditions), and the Association shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, in appropriate progress payments.

B. If such insurance indemnity or proceeds collected shall exceed the total cost of such reconstruction or repair, then, unless the contract of insurance or the bylaws of the Association as then existing shall specify otherwise, the Association or other agent or person named as Trustee in the policy of insurance and collecting such proceeds, shall pay over such excess to the respective Owner (unless otherwise specified by such Owner's loan documents), upon the tender to the Association by such Owner of a duly executed Release of Liability and/or accountability for the use of such insurance proceeds.

C. Where the insurance indemnity is insufficient to cover the cost of reconstruction, and reconstruction is required as provided for herein, the building or reconstruction costs in excess of the insurance proceeds shall be paid by the Association from the Common Fund, and in the event the Common Fund is inadequate to cover such cost, such inadequacy shall be paid for by all Owners by a special assessment in proportion to their respective interest, as set forth in Article IV of this Declaration.

D. Should two-thirds (2/3rds) or more of the existing homes be destroyed or substantially damaged, and should the Association not voluntarily, within one hundred twenty (120) days thereafter, make provision for reconstruction and restoration to the original condition, then any insurance settlement proceeds shall be collected by the Association. After payment of expenses to remove all debris and to restore the land to pre-construction grade, the proceeds shall be divided according to each Owner's interest, and upon such division, the Association shall hold the share of each Owner in a separate trust account for the benefit of the Owner and their First Mortgagee, if any. From each separate account, the Trustee shall use and disburse the total amount of each account toward the full payment of the following, for and on behalf of the Owner for whom each account is held:

    i. The payment of any balance of any mortgage liens on such Owner's unit/lot which are superior to the liens described below, in order of their priority;

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ii. The payment of taxes and special assessment liens on such unit/lots in favor of any taxing entity;
iii. The payment of such Owner's share of unpaid common expenses and assessments of the Association;
iv. The payment of liens on such unit/lot, in the order and to the extent of their priority; and
v. The balance remaining, if any, to the Owner. The determination of whether two-thirds (2/3rds) or more of the existing buildings have been destroyed or substantially damaged by any fire or other disaster or casualty shall be conclusively made by the Association.

E. With respect to the allocation of sums required to be paid within the limits of the deductible portion of insurance policies, the party or unit/lot causing the damage shall be responsible for such deductible amount, whether or not caused by the negligence or fault of such unit/lot Owner.

Section 5. General Common Area and Limited Common Area

The Association shall also procure and maintain fire and extended coverage for all improvements located on General Common Area in an amount sufficient to cover the full replacement cost thereof. The Association shall not be required to obtain such insurance to cover the Limited Common Area, the same being the sole responsibility of the respective unit/lot Owners.

Section 6. Other Insurance

The Association shall have the authority to procure whatever other forms of types of insurance, including Fidelity Bonds, as it deems desirable.

Section 7. Condemnation

If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association, as Attorney In Fact, and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense.

The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any unit/lot. The expense of participation in such proceedings by the Association shall be borne by the Common Fund.

The Association, as Attorney In Fact, is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, as Attorney In Fact, and such damages or awards shall be applied, and the condemnation process shall operate in the manner set forth herein for casualty loss.

Section 8. Alternative Means of Administration

Notwithstanding anything contained herein to the contrary, the Association may temporarily withdraw from its role as Trustee for purposes of administration of insurance policies and/or proceeds (from insurance or condemnation awards), and may provide for each individual Owner to make his or her own provision for same, either with respect to a part or the whole of such policies and/or proceeds. In any event, the Association shall have the right and authority, at any time, to resume the administration, as Trustee, of such policies and/or proceeds (from insurance or condemnation awards). In the event separate policies in the name of individual Owners are in effect at a time when the Association desires to act as Trustee, then on the anniversary date of the individually held policies, such policies shall be cancelled and replaced by policies under which the Association is acting as Trustee, in accordance with this Article.

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Section 9. Insurance Payment At Initial Closing

Upon the closing of the initial sale of each unit/lot, the title company shall collect a one-time payment from the purchaser equal to the insurance premium for one year. The payment shall be deposited by the Association in their bank operating account. Any proration between the Owner making the payment and a subsequent purchaser shall be between those parties at closing and not the Association.

ARTICLE VIII

EASEMENTS

Section I. Encroachments

Each unit/lot and the Common Area shall be subject to an Easement for Encroachments created by construction (including roof overhang beyond the unit/lot property line), reconstruction, repair shifting, settling, or other movement of any portion of the improvements which results either in the common elements encroaching on any unit/lot, or in any unit/lot encroaching on the common elements or on another unit/lot. A valid easement shall and does exist for said encroachments and for the maintenance of same, so long as they stand.

Section 2. Utility Easements

There is hereby created and granted to the Association an Easement upon, across, over and under any part of the Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master or cable television antenna or satellite system together with the express right to convey, by recordable instrument, to the City of Corpus Christi and any other utility service provider, Easements for the same purposes.

By virtue of this Easement, it shall be expressly permissible for the Association to designate for itself or to grant and convey or assign to the City and/or utility company the right to install, erect and maintain all necessary pipes and conduit underground and other necessary equipment at or below grade on the Property and to affix and maintain electrical, cable television and/or telephone wires, circuits and conduits on, above, across and under foundation, roofs and exterior walls of said Homes, and meters and shutoffs at or inside said Home.

Notwithstanding anything herein to the contrary, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as approved by the Association. The Easement provided for in this Article shall in no way affect any other recorded easement on the Property.

Section 3. Association Maintenance Easement

There is hereby reserved and created in favor of the Association on a permanent basis the following easements:

1) an easement in the nature of a temporary or emergency right-of-entry into each and every unit/lot and/or Home during the absence of the Owner thereof, without notice, for the express and limited purposes of making emergency utility or other repairs to such Unit/lot or adjacent unit/lots and any Homes thereon, and the Owner may be required to deposit with the Association a key for such purpose; and

2) an easement over, upon and across all or any portion of the unit/lot and any improvement located thereon for the purpose of the repair, maintenance and upkeep obligations of the Association as set out in this Declaration.

Section 4. Driveway / Private Street

All Private Streets used by the Owners and their guests and invitees are owned by the Association as Common Area, however, they may be used by the Owners, their guests and invitees, as permanent access to the Units/Lots and Common Area in the Property.

ARTICLE IX
GENERAL COVENANTS

Section 1. Estate

Each unit/lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 2. Construction Period

Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the builder of the Homes to maintain during the period of construction and sale of said Homes, upon such portion of the premises as Declarant deems necessary, such facilities as may be reasonably required, convenient or incidental to the construction and sale of said Homes, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 3. Private Gardening

No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property except that Owners may extend fences between the rear walls of their Home and the Limited Common Area which constitutes their private backyard and may supplement landscape planting in the immediate area of their entry porch and in planting beds along entry paths as designated on a Landscape Plan adopted by the Association, and within unsodded areas within their unit/lot lines, provided, (1) all such supplemental plantings be forever maintained by the Owner, and (2) such supplemental landscape plantings are compatible with the existing Landscape Plan adopted by the Association. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners of units/lots.

Section 4. Modification

No modification of any kind to the exterior of the Home, either to the structure or the appearance thereof, including, but not limited to, the walls, roof, windows and doors, the color of exterior walls, roof, windows, doors and trim, awnings, mechanical devices, flags, storage structures or bunting shall be made without first obtaining the express written consent of the Association's Board of Directors, upon due written application made. The Board of Directors shall adopt such rules and regulations to enforce this Section as it, from time to time, deem necessary.

Section 5. Unsightly Objects

Each Owner shall maintain, clean and keep free from unsightly objects, the entry, porch, patio, and yard of his Home.

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Section 6. Sports Activities

There shall be no organized sports activities in the General Common Area, except as designated by the Association's Board of Directors.

Section 7. Other Rules

The Board of Directors may, from time to time, adopt additional rules and regulations governing the use of the Common Area and the conduct of all residents and guests on the Property. No action shall be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner in favor of the other Owners.

Section 8. Zoning and Specific Restrictions

This Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions of record. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, restrictions of record, or this Declaration shall be taken to govern and control. This Declaration also provides for the City of Corpus Christi and other governmental authorities to have access at any time without liability to conduct official business and provides for the removal of obstructions if necessary for emergency vehicles access and will assess the cost of removal to the owner of the obstructions.

Section 9. Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made, including changes in color or appearance, until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event the Board of Directors of the Association fail to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 10. Use Restrictions

1. Activity: Except as expressly provided for herein, no commercial activity of any nature shall be carried on upon any unit/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 any contagious or infectious disease. However, the unit/lot may be used for daily, weekly or monthly rental, including use as a "bed or breakfast" type rental. Only pets and animals ordinarily kept as pets in residential subdivisions (specifically excluding cattle, hogs, pigs (including pot-bellied pigs) sheep, goats, poultry, horses and/or wild animals) may be kept on any part of the addition, provided they are not kept or bred for commercial or business purposes.

2. Mineral Exploration: No oil or gas drilling, oil, gas or other development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the Property nor shall oil wells, oil or gas pipelines, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

3. Signs: No sign of any kind shall be displayed to the public view except one professional sign advertising the property for sale and/or lease, signs used to denote the home is alarmed for Security, or signs used by a builder to advertise the property during the construction and initial sales period of

said builder. In no event shall any sign be more than five (5) square feet. These signage restrictions shall not apply to the Declarant, or its successors or assigns, during the period in which unit/lots are initially sold.

4. Temporary Structures: No structure of a temporary nature, nor any trailer, tent, shack, garage or other outbuilding, or any part thereof, shall be used as a residence or dwelling, either temporarily or permanently.

5. Parking: Buses, trucks in size over one (1) ton, boats, disabled vehicles, recreational vehicles and house trailers may not be parked on any portion of any unit/lot or any Common Area and shall be kept only in areas designated by the Association. Vehicles, including boats and trailers, shall not be repaired upon any parking area or Common Area. At no time shall the occupants of any unit/lot park more than 2 vehicles on any unit/lot or Common Area. Boats and trailers may be parked in an assigned slot. Guest parking spaces shall only be used by actual guests of any occupant and not the occupants themselves. The Association may require parking permits to be displayed by owners and guest to control parking on the property.

6. Toilets and Dumping: No portion of the Property shall be used or maintained as a dumping ground for rubbish or trash. Except during construction or major repair/remodel periods, no outdoor toilet shall be placed on any portion of the Property.

7. Garbage Disposal: Garbage shall be kept in sanitary containers at all times and such containers shall be kept in a clean and sanitary condition. No trash cans or garbage cans shall at any time or times be permitted on the street, or forward of the front building line so that they may be seen by anyone using the street along such unit/lot. All garbage cans shall be kept behind the Owner's fence or gate and screened from public view at all times. Association shall have a dumpster area available.

8. Clotheslines: No clothesline may be placed where they are visible from the street. Such clothesline must be enclosed by hedge or other type screening enclosure as approved by the Committee.

9. T.V. Aerials: No radio or television aerial, satellite receiver, discs or guy wires in excess of ten feet (10') in height shall be maintained on any portion of any unit/lot.

10. Basketball Goals: No basketball goals may be placed on any unit/lot.

11. Construction in Conformity with Law: All construction on every unit/lot and the uses of every unit/lot shall conform with all Ordinances of the City of Corpus Christi relating to building, safety, fire protection and zoning.

12. Materials: All materials must be new materials and no secondhand or used materials shall be utilized in the construction of improvements on the Property. All materials must meet windstorm insurance guidelines and be insurable my Texas Windstorm insurance.

13. Leasing: Each Owner shall have the right to use their own leasing agent to lease their unit/lot and Home. Any lease or rental agreement must be in writing and must be subject to the restrictions, rules and regulations set out in this Declaration and as promulgated by the Association. No unit/lot may be leased or rented to any party for less than one (1) day. In addition, any damages or liability caused by an Owner's Tenant or their guests shall be the responsibility of the Owner and the Owner hereby agrees to indemnify, defend and hold the Association harmless from any losses, costs or damages created by a tenant or their guests. Any leasing agent that does not follow the rules and procedures established by the Association are subject to being prohibited from future leasing of any part of the

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Property and all Owners accept and agree to follow and be bounds by the Association's rulings in this regard.

14. Animals. No animals maybe kept or bred for commercial or business purposes nor shall they be allowed to run at large within the Property. Should ordinary household pets become a nuisance in the opinion of the Board, they must be removed from the Property. The Association may promulgate additional rules and regulations governing the size, type and number per unit/lot of permitted household pets and each Owner agrees to abide by those rules and regulations.

At this time, the following Rules and Regulations shall be in force:

a) Subject to Rules. A Resident may not keep or permit on the unit/lot a pet or animal of any kind, at any time, except as permitted by these Rules and the Governing documents.

b) Permitted Pets. Subject to these Rules, a Resident may keep in his Home not more than three house pets (combos of cats, and dogs allowed). Permitted house pets include domesticated dogs, cats, caged birds, and aquarium fish. Permitted house pets also include specially trained animals that serve as physical aids to handicapped Residents, regardless of the animal's size or type not to exceed 30 pounds.

c) Prohibited Animals. No Resident may keep a dangerous or exotic animal, pit bull terrier, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. No animal or house pet may be kept, bred, or maintained for a commercial purpose.

d) Indoors/Outdoors. A permitted pet must be maintained inside the Home or ground floor patio and may not be kept on balconies. No pet is allowed on Common Area unless carried or leashed. No pet may be leashed to any stationary object on the Common Area. No pet is allowed in the pool area at any time.

e) Disturbance. Pets will be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his Home or the Common Areas. No pet will be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.

f) Damage. Resident is responsible for any property damage, injury, or disturbance his pet may cause or inflict. Resident compensates any person injured by his pet. Any Resident who keeps a pet on the unit/lot shall be deemed to have indemnified and agreed to hold harmless the Board, the Association, and other Owners and Residents, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet or arising by reason of keeping or maintaining such pet on the unit/lot.

g) Pooper Scooper. No Resident may permit his pet to relieve itself on the Property, except in areas designated by the Board for this purpose. Resident is responsible for the removal of his pet's wastes from the Common Area. The Board may levy a fine against a unit and its Owner each time feces are discovered on the Common Area and attributed to an animal in the custody of that Home's Resident.

h) Removal. If a Resident or his pet violates these Rules or the community policies pertaining to pets, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise, the Resident or person having control of the animal shall be given a written notice by the Association to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Resident, upon written notice from the Association, may be required to remove the animal. Each Resident agrees to permanently remove his violating animal from the Property within 10 days after receipt of a removal notice from the Board.

15. Plumbing and Water Leaks. Each Owner shall be responsible for promptly fixing leaks and maintaining plumbing, plumbing fixtures, lavatories, sinks, and tubs inside their Home in good condition. An Owner shall be strictly liable for damages incurred anywhere (including adjacent units)

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caused by water leaks from plumbing, as mentioned above, plus dishwashers, hot water heaters, aquariums or water beds in their Homes. If the Board deems it necessary to make repairs to be made to any plumbing fixtures inside an Owner's unit, the Owner shall reimburse the Association for the cost thereof. Likewise, the cost to unstop drains in the common elements shall be borne by the Owner if it is obvious that the Owner or his lessee has misused the drains or commodes to dispose of insoluble objects such as disposable diapers, etc.

16. Barbecuing. Barbecue pits in use must be at least 10 feet away from any outside wall of any Home or in accordance with the local fire code, if the code provides a stricter requirement.

17. Hurricanes and Severe Winter Freezes. When a hurricane is approaching, it is the Owner's responsibility, to secure his property. This includes securing or removing loose items from patios, entrance ways, and carports. When a severe winter freeze warning is issued, again it is the Owner's responsibility to leave water dripping from faucets or to take other precautions. Remember, an empty home is particularly vulnerable during a winter freeze. In the event of an extended absence during hurricane season or mid-winter, Owners or residents should notify the Association as to the person to be contacted in an emergency.

18. Pool. Declarant intends to construct a pool to be a part of the Common Area. The design and size of the pool shall be solely at the discretion of Declarant. Any, Owner or their tenants and guests that use the pool area must leave the area in a clean condition. If, as a result of their use of the pool, the area must be cleaned or damage repaired by the Association, the responsible Owner will be charged for the expense and it will be added to and secured by the lien created in Article IV above.

19. Rain Barrel or Rain Harvesting Systems. Any rain barrel or rain harvesting system located upon any unit/lot shall:

a) be of a color consistent with the color scheme of the Home;

b) not display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; and

c) not be visible to the public from a street in the subdivision.

Under no circumstances shall an Owner be permitted to place a rain barrel or rain harvesting system on Common Area or on any land owned by the Association.

20. Solar Energy Devices. A solar energy device ("SED") is permitted on a unit/lot; provided, the following are not permitted:

a) SED that is adjudicated by a court to threaten the public health or safety or violate a law;

b) SED that is located on property owned or maintained by the Association;

c) SED that is located in an area on the Owner's property other than on the roof of the Owner's Home; however, if mounted on the roof of the Home, the SED must:

(i) not extend higher than or beyond the roofline;

(ii) not be located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as

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determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten (10%) percent above the energy production of the devise if located in an area designated by the Association;

(iii) conform to the slope of the roof and have a top edge that is parallel to the roofline;

(iv) have a frame, a support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace;

d) SED that is located in an area on the Owner's property other than in a fenced yard or patio owned and maintained by the Owner; however, if located in a fenced yard or patio, the SED must not be taller than the fence line;

e) SED that, as installed, voids material warranties; or

f) SED that was installed without prior approval by the Architectural Control Committee.

Any extra expense incurred by the Association during a reroofing or roof repair project caused by the presence of solar panels and any damage caused to the roof by the installation, repair or removal of an SED by the Owner or his agents shall be immediately paid by the Owner upon demand by the Association and if not paid said obligation shall be added to and become part of the assessment to which such unit/lot is subject and shall bear interest at the highest lawful rate.

*21. **Flag Display.*** Any flag displayed on a unit/lot shall comply with the following restrictions:

a) the flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10;

b) the flag of the State of Texas shall be displayed in accordance with Chapter 3100, Government Code;

c) a flagpole attached to a dwelling or a freestanding flagpole shall be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

d) the display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record;

e) a displayed flag and the flagpole on which it is flown shall be maintained in good condition and that any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced, or removed.

f) an Owner shall not erect more than one (1) flagpole per property and the flagpole shall not be more than twenty feet (20′) in height;

g) an Owner shall not be permitted to display a flag or erect a flagpole on property that is owned or maintained by the Association or on Common Area.

h) any flag, other than the flag of the United States, State of Texas or an official or replica flag of any branch of the United States armed forces, must be approved by the Board who may, in their sole discretion, decide that the proposed flag is offensive to the general public and therefore not allowed in the subdivision.

22. Display of Religious Items. Unless otherwise prohibited by the laws of Texas or the United States, any religious item located on a unit/lot shall:

a) not threaten the public health or safety;

b) not violate a law;

c) not contain language, graphics, or any display that is patently offensive to a passerby;

d) be limited to being affixed to the entry door or door frame and must not extend past the outer edge of the door of the Owner's dwelling;

e) be limited in size no larger than 25 square inches, whether an individual item or in combination with other religious item displayed or affixed on the entry door or door frame;

f) be motivated by the Owner's sincere religious belief.

23. Attachments. Except as allowed by the Texas Property Code, no satellite dishes over one meter in diameter, shortwave or radio antennas of any sort shall be placed, allowed or maintained on any unit/lot or upon any structure situated upon any unit/lot. Satellite dishes may not be mounted on the exterior facing of the Home or any portion of the roof. All satellite dishes must be placed in the rear yard area of the Home unless such placement precludes reception of an acceptable quality signal. If acceptable reception is precluded, the Owner must contact the Board to get their approval for alternate locations that provide acceptable reception. If at all possible, the Board should avoid approving roof installations as these may result in significant increased expenses to the Association, which ultimately results in increased assessments to the Owners.

ARTICLE X
ANNEXATION

Additional units/lots and Common Area may be annexed to the Property with the consent of two-thirds (2/3rds) of each class of members, unless otherwise provided herein. The Declarant may annex units/lots and Common Area without the consent of members or any lienholders within eight (8) years from the date of this instrument. In the event that there is a valid VA and/or FHA and/or FNMA and/or FHLMC letter of acceptance outstanding, such annexation shall require a determination that such annexation is in accord with the general plan previously approved by such entity.
In the event of an annexation by Declarant, it is agreed that:

1) All subdivision infrastructure improvements will be substantially completed prior to annexation;
2) All Owners shall be assessed based on the same methodology used to obtain assessment rates in this Declaration and each unit/lot shall have one association vote; and
3) The annexation shall be evidenced by recordation in the Nueces County Clerk's Office of an "Annexation Certificate" executed by the Declarant and duly acknowledged and notarized.

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ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, Association rules and regulations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Damages shall not be deemed adequate relief for any breach or violation of any provisions hereof. Any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity. Any party to a proceeding who succeeds in enforcing any provision herein or enjoining the violation of any provision herein against an Owner shall be awarded a reasonable attorney's fee and court costs against such Owner.

Section 2. Right to Abate

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

Section 3. No Waiver

The failure of Declarant, the Association or the Owner of any unit/lot included in the Property, their respective legal representatives, heirs, successors and assigns, to enforce any provision herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

Section 4. Severability

The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Section 5. Authorization of Board

The Association shall be entitled to contract with any corporation, firm, person or other entity for the performance of the various duties imposed on the Association hereunder and the performance by any such entity shall be deemed the performance of the Association hereunder. The Association's Board of Directors where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of the Association's Board of Directors or any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Association's Board of Directors.

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

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

The Association shall indemnify and hold harmless its Board of Directors, Officers, Employees and/or Agents from any and all liability in connection with such capacities, so long as the causes of liability were not fraud or gross negligence.

Section 6. Observance Hereof

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

Section 7. Duration

The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at any time a vote of not less than 75% of all votes entitled to be cast votes to terminate this Declaration.

Section 8. Regulatory Requirements

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

Section 9. Association Rules and Regulations

The Association shall have the exclusive right to adopt rules and regulations which govern and enforce any Section of this Declaration and all Owners agree to be bound by any such rules and regulations.

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ARTICLE XII

The owners and holders of the only liens covering the Property, have executed this Declaration to evidence their joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions and restrictions. However, the joinder of the lienholder is not to be construed as a representation by the lienholder as to the adequacy of this Declaration or the Property in general, but instead their joinder is merely to evidence their consent to this Declaration. No violation of any of any restrictions or covenants herein shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided however, that any mortgagee in actual possession, or any purchaser at any mortgagee's foreclosure sale, shall be bound by and subject to this Declaration as fully as any Owner of any portion
of the Property.

ARTICLE XIII

MATERIAL PROVISION

Section 1. Material Amendments

The consent of the Owners of Homes to which at least fifty percent (50%) of the votes in the Association are allocated and the approval of eligible mortgage holders (those holders of a first mortgage on a Home which have requested the Association to notify them of any proposed action that requires the consent of a specified percentage of eligible mortgage holders) holding Mortgages on Homes which have at least fifty-one (51%) of the votes of Homes subject to Mortgages held by eligible holders shall be required to add or amend any material provisions to this Declaration or to the Bylaws including those provisions which provide for, govern or regulate any of the following:

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

p) Partition or subdivision of any Home; and
q) By act or omission, seek to abandon, partition, subdivide, encumber, or transfer the Common Area, other than the granting of easements for public utilities or other public uses.

Section 2. Time Limit for Mortgagee Disapproval

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

Section 3. General Amendments

Except as provided in Section 1 of this Article, and in Article XI, Sections 8 and 9, this Declaration may be amended by an instrument signed by Owners representing sixty-seven percent (67%) of the votes of the Association. Any amendment must be recorded. The Declarant shall have and reserves the right at any time, and from time to time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing, duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity, or inconsistency appearing herein, provided that any such amendment shall be consistent with and in conformity with the general plan of development as evidenced by this Declaration and shall not impair or affect the vested Property or other rights of any Owner or his mortgagee.

Section 4. Replatting/Power of Attorney

Each Owner of any unit/lot, by acceptance of a deed whether or not it is so expressed in such deed, acknowledges that there is a covenant running with the land to effectuate Declarant's authority as hereafter set forth, and hereby irrevocably appoints Declarant as their agent and attorney in fact to execute and approve on their behalf any replat (or amendment of an existing plat) of the Property including any replat or amendment which seeks to include as part of the platted property additional contiguous units/lots, units/lots, and Common Area(s). This appointment of Declarant shall be considered a durable power of attorney which will not terminate upon the disability of any Owner or upon the death of an Owner and will apply to the heirs, assigns, grantees, mortgagees, successors, or personal representatives of any deceased Owner who obtain title to or control the decedent's interest. Further, this power of attorney is coupled with an interest in real property and shall be broadly construed to allow Declarant to negotiate and approve all aspects of the replatting process, including without limitations, the dedication of public easements, setback lines, rights of way and the like. All actions taken by Declarant under this power of attorney shall be final and binding on all Owners, their heirs, personal representatives, successors, assigns, grantees, and mortgagees. The Covenant and Power of Attorney shall expire upon completion of the development of the Property.

ARTICLE XIV

MEDIATION/ARBITRATION

In the event any dispute or disagreement arises in connection with the interpretation or enforcement of this Declaration or between any party and the Association, or the performance of any party pursuant to this Declaration, it is understood and agreed that, in lieu of any and all other remedies and procedures, including, but not limited to, litigation, such disagreement or dispute shall first be submitted to non-binding mediation through an agreed upon mediator or the Dispute Resolution Center in Corpus Christi, Texas, if one cannot be agreed upon. The dispute shall be mediated under the Real Estate Mediation

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Rules of the American Arbitration Association. If mediation is not successful in resolving the dispute or disagreement, then it shall be submitted to binding arbitration in accordance with the Real Estate Arbitration Rules of the American Arbitration Association. The location of any arbitration proceeding hereunder shall be in Nueces County, Texas. The arbitration proceeding shall be commenced at any time after either party files a demand for arbitration upon the other party or parties, with a copy being furnished to the American Arbitration Association. The arbitrator shall be a person who is agreed upon by all parties and qualified to make decisions in matters concerning real estate disputes and if one cannot be agreed upon, then the Presiding Judge of the District Courts of Nueces County, Texas shall appoint the arbitrator. The award of the arbitrator shall be final and binding on all parties. Any and all proceedings hereunder shall be subject to the terms and provisions of the Texas General Arbitration Act, Tex. Rev. Civ. Stat. Ann. Art. 224, et seq. Each party hereto shall pay one-half of all costs of the mediation and arbitration.

ARTICLE XV

KOKOMO YACHT CLUB

Section 1. License Agreement

Declarant, on behalf of the Association, has entered into that certain License Agreement with Western Ocean, Ltd.. Pursuant to the terms of the License Agreement, each Owner is entitled to use the property known as the Kokomo Pool, Yacht Club and Dock (the "Kokomo Yacht Club"). The Association is responsible for paying a license fee pursuant to the License Agreement. The licensee fee shall be part of the Regular Assessments of the Association. Each Owner, their guests and/or renters hereby agree to abide by the terms of the License Agreement and any and all rules and regulations established in relation to the Kokomo Yacht Club.

Section 2. Boardwalk Easement

The Kokomo Yacht Club, together with any Owner or renter of a boat slip has a non-exclusive easement over and across the area designated on the Plat (the "Boardwalk") to access and use the boat slips together with all acts necessary and incident thereto.

Section 3. Boat Slip Ownership

Each Owner may purchase a boat slip, if available, per Unit owned by the Owner. Upon conveyance of a boat slip to such Owner, it shall be immediately designated to the Unit of the Owner and may not be transferred or conveyed out separately from the Unit except to another Owner. The deed conveying the boat slip to the Owner shall contain restrictive covenants which will contain, among other items, restrictions on conveyance and transfer.

DATED this 24 day of November 2020.

[Signature page to follow]

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ARUBA P.U.D., A PLANNED UNIT DEVELOPMENT., a Texas Limited Liability Company

By: _____
ALEX H. HARRIS,
President

STATE OF TEXAS)

COUNTY OF NUECES)

This instrument was acknowledged before me on the 24th day of November, 2020, by **ALEX H. HARRIS,** President of **ARUBA P.U.D., A PLANNED UNIT DEVELOPMENT.**, a Texas Limited Liability Company on behalf of said company.

Given under my hand and seal of office this 24th day of November, 2020.

LESLIE SALINAS
Notary ID #: 12661026-5
My Commission Expires
08/28/2023

Leslie Salinas
Notary Public, State of Texas
My commission expires: August 28, 2023

Exhibit "A" Plat
Exhibit "B" Rates of Assessments

After Recording Return to:
_____
_____
_____

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Unofficial Copy

CONSENT OF LIENHOLDER:

The undersigned, in its capacity as the owner and holder of a lien encumbering the Property, hereby consents to the execution of the foregoing Declaration of Covenants, Conditions And Restrictions For Aruba P.U.D., a Planned Unit Development, together with the terms, covenants and conditions thereof.

INTERNATIONAL BANK OF COMMERCE

By: Gustavo A. Barrera

Name: Gustavo A. Barrera

Title: Senior Vice President

STATE OF TEXAS)

COUNTY OF NUECES)

This instrument was acknowledged before me on the 25th day of November, 2020, by Gustavo A. Barrera, Senior Vice President of INTERNATIONAL BANK OF COMMERCE, a Texas banking association, on behalf of said bank.

Kathy M Frazier

Notary Public, State of Texas

My commission expires: 12.5.2023

NOTARY PUBLIC STATE OF TEXAS

KATHY M. FRAZIER
Notary Public, State of Texas
Notary ID # 12476192-6
My Commission Expires 12/05/2023

Unofficial Copy

EXHIBIT "A"

PLAT OF
ARUBA P.U.D.

BEING ALL OF LOTS 17, 18, 19, AND 20, PADRE ISLAND-CORPUS CHRISTI SECTION C, OF VOLUME 34, PAGE 133 M.R.N.C.T. AND ALL OF LOTS 1 AND 2, BLOCK 1, PADRE ISLAND-CORPUS CHRISTI SECTION E, OF VOLUME 38, PAGES 25-26, M.R.N.C.T. AND CONTAINING 3.65 ACRES

STATE OF TEXAS
COUNTY OF NUECES

I do hereby certify that INTERNATIONAL BANK OF COMMERCE is the holder of a lien on the land shown on the foregoing map of which WESTERN OCEAN LTD. is the owner, and we approve of the subdivision and dedication for the purposes and considerations therein expressed.

This the 20th day of September, 2019.

By: Gustavo A. Barrera, Senior Vice President
NAME *TITLE*

Gustavo A Barrera
SIGNATURE

STATE OF TEXAS
COUNTY OF NUECES

This instrument was acknowledged before me by GUSTAVO A BARRERA, SENIOR VICE PRESIDENT of INTERNATIONAL BANK OF COMMERCE, proven to me to be the person whose signature is made on the foregoing instrument of writing, and he acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity stated.

Given under my hand and seal of office, this the 20th day of SEPTEMBER, 2019.

Kathy Frazier
Notary Public
My commission expires: 12-5-2019

KATHY FRAZIER
My Notary ID # 124761926
Expires December 5, 2019

STATE OF TEXAS
COUNTY OF NUECES

I do hereby certify that OCEAN 6440, LTD. is the holder of a lien on the land shown on the foregoing map of which WESTERN OCEAN LTD., is the owner, and we approve of the subdivision and dedication for the purposes and considerations therein expressed.

This the 20th day of September 2019

By: Willard Hammonds II President
NAME *TITLE*

SIGNATURE

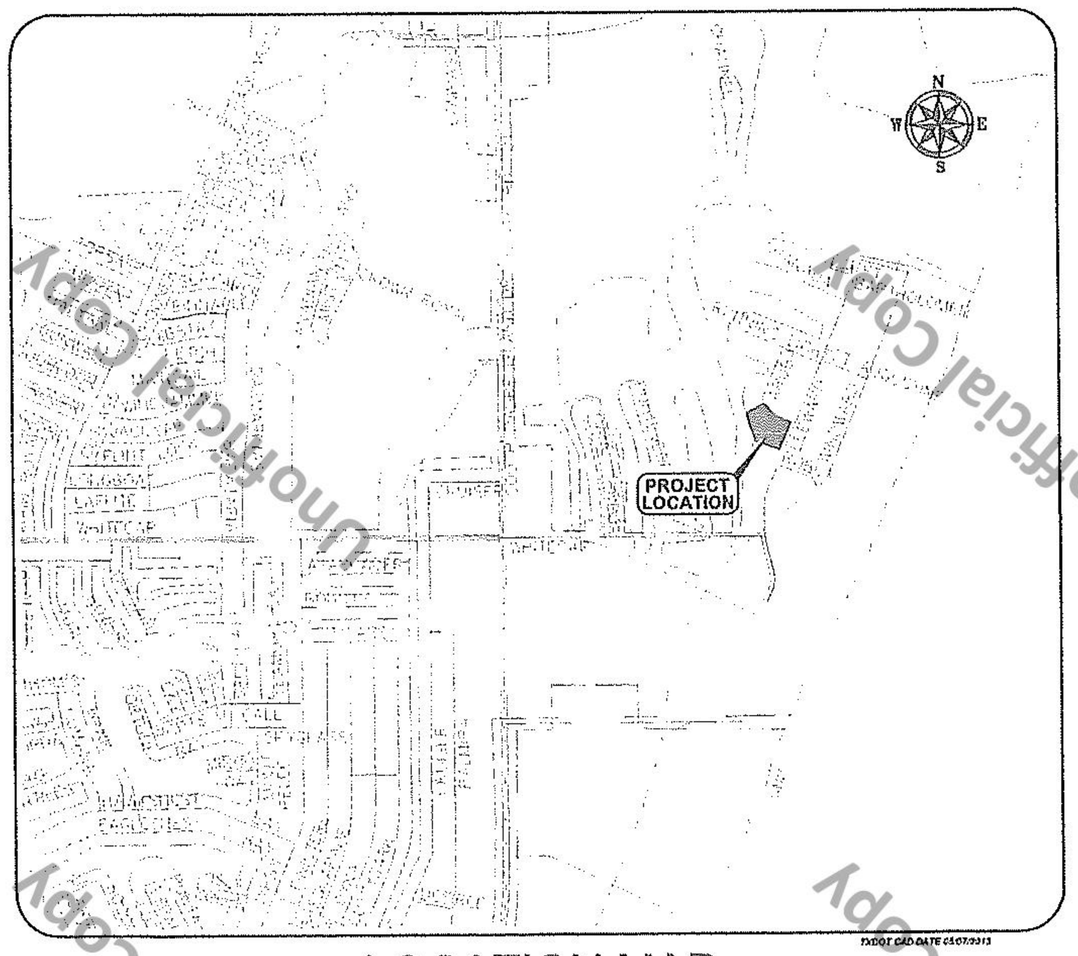
STATE OF TEXAS
COUNTY OF NUECES

This instrument was acknowledged before me by Willard Hammonds II, President of OCEAN 6440, LTD., proven to me to be the person whose signature is made on the foregoing instrument of writing, and he acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity stated.

Given under my hand and seal of office, this the 20th day of September, 2019.

Notary Public
My commission expires: 9/3/23

BRIANA COX
Notary ID #: 13215608-5
My Commission Expires
09/03/2023



LOCATION MAP
NOT TO SCALE

STATE OF TEXAS
COUNTY OF Nueces

I, WESTERN OCEAN LTD. BY: OCEAN FAIRWAY, INC., do hereby certify that I am the owner of the lands embraced within the boundaries of the foregoing map; easements shown hereon are hereby dedicated to the public for the installation, operation and maintenance of public utilities.
This the 20th day of September, 2019.

By: _____
WILLARD H. HAMMONDS, II, President

STATE OF TEXAS
COUNTY OF Nueces

This instrument was acknowledged before me by WESTERN OCEAN LTD., proven to me to be the person whose signature is made on the foregoing instrument of writing, and he acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity stated.
Given under my hand and seal of office, this the 20th day of September, 2019.

Notary Public
My commission expires: 9/3/23

BRIANA COX
Notary ID #: 13215608-5
My Commission Expires
09/03/2023

STATE OF TEXAS
COUNTY OF NUECES

This plat of Aruba P.U.D., approved by the Department of Development Services of the City of Corpus Christi, Texas, this the 11 day of October, 2019.

Ratna Pottumuthu, P.E.
Development Services Engineer

STATE OF TEXAS
COUNTY OF NUECES

This plat of Aruba P.U.D., approved by the Planning Commission on the behalf of the City of Corpus Christi, Texas, this the 20th day of September, 2019.

Carl Crull, P.E.
Chairman

Nina Nixon-Mendez, FAICP
Secretary
17PL1082

STATE OF TEXAS
COUNTY OF NUECES

I, Kara Sands, Clerk of the County Court in and for said Nueces County, Texas, hereby certify that the foregoing map of the plat of Aruba P.U.D., dated the 20th day of September, 2019, with its certificate of authentication was filed for record in my office this the 15th day of October, 2019, at 10:03 o'clock A.M. and duly recorded in Volume 69, Page 309, 310+311 Map Records of Nueces County, Texas.

Witness my hand and seal of said Court at office in Corpus Christi, Texas, this the 15th day of October, 2019

No. 2019042649

Kara Sands
County Clerk
Nueces County, Texas

Filed for record
At 10:03 o'clock A.M.
October 15, 2019

By: Sylvia Castillo
Deputy
SYLVIA CASTILLO

STATE OF TEXAS
COUNTY OF NUECES

I, Stacey King Mora, Registered Professional Land Surveyor, hereby certify that this survey map was prepared from an actual on the ground survey made under my direction and supervision, and represents the facts found at the time of survey, and that this survey substantially complies with the current standards adopted by the Texas Board of Professional Land Surveying.

Stacey King Mora
Registered Professional Land Surveyor
Texas Registration No. 6166

Hanson Professional Services, Inc.

Date: September 25, 2019

STATE OF TEXAS REGISTERED STACEY KING MORA 6166 PROFESSIONAL LAND SURVEYOR

CITY COUNTY OF CORPUS CHRISTI NUECES TEXAS

ENGINEER / SURVEYOR
CRAIG B. THOMPSON, P.E.
PHONE: 361-814-9900 FAX: 361-814-4401
ENGINEER / SURVEYOR EMAIL: cthompson@hanson-inc.com
DRAWN BY: SMM, MTG | DESIGNED BY: CBT | APPROVED BY: | SURVEY DATE:
PROJECT NO.: 16E0537 | DRAWING NAME: PLAT | DRAWING DATE: 09/2019

Hanson Professional Services Inc.
4501 Gollihar Rd.
Corpus Christi, Texas 78411
TBPE F-417 / TBPLS F-10009500 / TBAE F-SR 2459

HANSON

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PLAT OF
ARUBA P.U.D.
CITY OF CORPUS CHRISTI, NUECES COUNTY, TEXAS

SHEET 1 OF 3

VOL 69 PG 309

2020 - 2020053793 11/30/2020 8:58AM Page 33 of 38
© 2015 - HANSON ENGINEERING, INC. - J:\HANSON\DOCUMENTS\DRIVE\16E0537\CAD\ESTIMATE\ARUBA PLAT-R1.DWG
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© 2015 - NAISMITH ENGINEERING, INC. - P:\HANSON DOM DFS\DRIVE\16JOBS\16E0337\CADD\SITESHEET\ARUBA PLAT-R1.DWG

Exhibit "A"

PLAT OF ARUBA P.U.D.

BEING ALL OF LOTS 17, 18, 19, AND 20, PADRE ISLAND-CORPUS CHRISTI SECTION C, OF VOLUME 34, PAGE 133 M.R.N.C.T. AND ALL OF LOTS 1 AND 2, BLOCK 1, PADRE ISLAND-CORPUS CHRISTI SECTION E, OF VOLUME 38, PAGES 25-26, M.R.N.C.T. AND CONTAINING 3.65 ACRES

LEGEND

- IRON ROD FOUND
- DRILL HOLE FOUND
- 5/8" DIAMETER BY 18" LONG IRON ROD WITH RED PLASTIC CAP STAMPED "HANSON CRP, TX" SET
- CURVE LOCATION
- BLOCK SYMBOL
- PROPERTY BOUNDARY LINE
- LOT LINE
- UTILITY EASEMENT - U.E.
- YARD REQUIREMENT - Y.R.
- DRAINAGE EASEMENT - D.E.
- ROAD CENTERLINE
- PUBLIC EASEMENT CROSSING PRIVATE EASEMENT
- FEMA FLOOD ZONE BNDY
- MOORING LINE
- EXISTING ELEVATION
- MAP RECORDS
- DEED RECORDS
- CENTERLINE OF RIGHT OF WAY
- DIRECTION OF PREVAILING BREEZE

GRAPHIC SCALE IN FEET
0 20 40
SCALE: 1" = 40'

ZONE "A13", (EL 9')
AS PER PANEL
485494 0705 D
REVISED 5-4-1992

ZONE "A11", (EL 9')
AS PER PANEL 485464 0405 D
REVISED 9-17-1992

FEMA FLOOD ZONE BOUNDARY

25' MOORING AREA

BULKHEAD LINE

LOT 5

LOT A

LOT 3
BLOCK 1
PADRE ISLAND-CORPUS CHRISTI-SECTION E
VOL. 38, PGS. 25-26
M.R.N.C.T.

5' D.E.

20' B.L.

N62° 14' 03"E 218.10'

C1

C2

S36° 08' 19"E 46.82'

BLOCK 1
ARUBA TWO CONDOMINIUMS
VOL. 69, PGS. 258-259
M.R.N.C.T.

LOT 1

TOP OF BANK

KOKOMO DRIVE
PRIVATE STREET

KOKOMO DRIVE
PRIVATE STREET

MAVIGATION CHANNEL

25' MOORING AREA

N20° 45' 45"W 143.23'

C3

C4

C5

C6

COMMON AREA
4627 SF

S3

ARUBA DRIVE
60' RIGHT-OF-WAY

S66° 32' 26"E 140.00'

(130.00')

BLOCK 2
PADRE ISLAND - CORPUS CHRISTI
SECTION E
VOL. 38, PGS. 25-26,
M.R.N.C.T.

LOT 20

7.5' U.E.

RESERVED FOR UTILITIES

LOT 21

25' B.L.

7.5' U.E.

20' B.L.

LOT 15

LOT 16

PADRE ISLAND-CORPUS CHRISTI-SECTION C
VOLUME 34, PAGE 133 M.R.N.C.T.

LOT 14

5' D.E.

5' D.E.

25' B.L.

10' U.E.

N71° 24' 47"W 290.39'

10' PRIVATE ACCESS & PRIVATE UTILITY EASEMENT

54
COMMON AREA PRIVATE ACCESS AND PRIVATE UTILITY EASEMENT
36217 SF

BOCA GRANDE DRIVE
PRIVATE STREET

ARASHI BEACH DRIVE
PRIVATE STREET

(318.00')

S23° 27' 34"W 328.00'

644 SQUARE FOOT STREET DEDICATION

55
COMMON AREA
330 SF

LEEWARD DRIVE
100' RIGHT-OF-WAY

BLOC K 46
PADRE ISLAND - CORPUS CHRISTI
SECTION B
VOL. 34, PGS. 15-16,
M.R.N.C.T.

LOT 14A,
BLOCK 46
PADRE ISLAND - CORPUS CHRISTI
SECTION B
VOL. 64, PG. 118,
M.R.N.C.T.

LOT 15AR,
BLOCK 46
PADRE ISLAND - CORPUS CHRISTI
SECTION B
VOL. 61, PG. 125,
M.R.N.C.T.

LOT 17AR,
BLOCK 46
PADRE ISLAND - CORPUS CHRISTI
SECTION B
VOL. 61, PG. 212,
M.R.N.C.T.

LOT 19
BLOCK 46
PADRE ISLAND - CORPUS CHRISTI
SECTION B
VOL. 34, PGS. 15-16,
M.R.N.C.T.

Vol 69 pg 310

SHEET 2 OF 3

PLAT OF ARUBA P.U.D.

CITY OF CORPUS CHRISTI, NUECES COUNTY, TEXAS

HANSON

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Hanson Professional Services Inc.
4501 Gollihar Rd.
Corpus Christi, Texas 78411
TBPE F-417 / TBPLS F-10039500 / TBAE F-BR 2458

ENGINEER / SURVEYOR: CRAIG B. THOMPSON, P.E.
PHONE: 361-814-9900 FAX: 361-814-4401
ENGINEER / SURVEYOR EMAIL: cthompson@hanson-inc.com

DRAWN BY	CHECKED BY	APPROVED BY	SURVEY DATE
SMM	CBT	CBT	
PROJECT ID	DRAWING NAME		DRAWING DATE
16E0337	PLAT		09/2019

Unofficial Copy

Vol 69 pg 311

Exhibit "A"

PLAT OF
ARUBA P.U.D.

BEING ALL OF LOTS 17, 18, 19, AND 20, PADRE ISLAND-CORPUS CHRISTI SECTION C, OF VOLUME 34, PAGE 133 M.R.N.C.T. AND ALL OF LOTS 1 AND 2, BLOCK 1, PADRE ISLAND-CORPUS CHRISTI SECTION E, OF VOLUME 38, PAGES 25-26, M.R.N.C.T. AND CONTAINING 3.65 ACRES

ARUBA PUD GENERAL NOTES

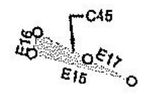
1. TOTAL PLATTED AREA CONTAINS 3.65 ACRES OF LAND INCLUDING PRIVATE STREET.
2. ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983). ELEVATIONS ARE BASED ON NGVD29.
3. A 5/8" DIAMETER BY 18" LONG IRON ROD WITH RED PLASTIC CAP STAMPED "HANSON CRP, TX" WILL BE SET AT ALL PLAT CORNERS, BLOCK CORNERS, LOT CORNERS, POINTS OF CURVATURE, AND POINTS OF TANGENCY, UNLESS OTHERWISE NOTED.
4. THIS SURVEYOR CANNOT CERTIFY AS TO UN-RECORDED EASEMENTS AND/OR RIGHT-OF-WAY THAT MAY IMPACT THE SUBJECT PROPERTY AND ARE NOT VISIBLE AND APPARENT. CAUTION MUST BE TAKEN WITH PIPELINE MARKERS INDICATING BURIED LINES NOT ON RECORD.
5. THE YARD REQUIREMENTS ARE AS DEPICTED AND BASED ON THE ARUBA PLANNED UNIT DEVELOPMENT (PUD).
6. NEW CONSTRUCTION IN A SPECIAL FLOOD HAZARD AREA, AS DEFINED BY FEMA, MUST HAVE A MINIMUM FIRST FLOOR ELEVATION FOR HABITABLE LIVING SPACE AT OR ABOVE THE BASE FLOOD ELEVATION (BFE) PER THE CURRENT APPLICABLE FLOOD INSURANCE RATE MAP (FIRM), OR 18 INCHES ABOVE THE LOWEST ADJACENT TOP OF CURB (OR CROWN OF ROAD IF UNCURBED), WHICHEVER IS HIGHER.
7. RECEIVING WATERS:
   THE RECEIVING WATER FOR THE STORM WATER RUNOFF FROM THIS PROPERTY IS THE LAGUNA MADRE. THE TCEQ HAS CLASSIFIED THE AQUATIC LIFE USE FOR THE LAGUNA MADRE AS "EXCEPTIONAL" AND "OYSTER WATERS". THE TCEQ HAS ALSO CATEGORIZED THE LAGUNA MADRE RECEIVING WATER AS "CONTACT RECREATION" USE.
9. FEMA INFORMATION:
   PLOTTING THE PROPERTY BY SCALE ON EFFECTIVE FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NO. 485464 0405D, MAP REVISED SEPTEMBER 17, 1992, INDICATES THE PROPERTY IS LOCATED IN FLOOD ZONE A11 (WITH ELEVATION OF 9'), AND ON COMMUNITY-PANEL NO. 485494 0705D, MAP REVISED MAY 4, 1992, INDICATES THE PROPERTY IS LOCATED IN FLOOD ZONE A13 (WITH ELEVATION OF 9'), DEFINED AS AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED.
10. IMPROVEMENTS
    - 10.1. LOTS:
      - 10.1.1.A. SINGLE-FAMILY - 52 (LOTS 1-52, BLOCK 1)
      - 10.1.1.B. COMMON AREA - 3 (LOTS 53-55, BLOCK 1; 41,434 SF)
        - 10.1.1.B.A. BLOCK 1, LOT 54 - PRIVATE STREET SHALL BE USED AS ACCESS AND UTILITY EASEMENT AND MAINTAINED BY HOME OWNERS ASSOCIATION.
      - 10.1.1.C. COMMERCIAL - 1 (LOT 1, BLOCK 2; NOT OWNED BY HOME OWNERS ASSOCIATION)
11. ALL ROADS, SANITARY SEWER LINES, AND COMMON AREAS WITHIN PRIVATE EASEMENTS WILL BE PRIVATE AND ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THE CITY HAS NO OBLIGATION OR INTENTION TO EVER ACCEPT SUCH STREETS AS PUBLIC RIGHT-OF-WAY.
12. THE HOME OWNERS ASSOCIATION AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGE TO:
    - A. PRIVATE STREETS REASONABLY USED BY GOVERNMENT VEHICLES
    - B. INJURES OR DAMAGES TO OTHER PERSONS, PROPERTIES OR VEHICLES CLAIMED AS A RESULT OF STREET DESIGN OR CONSTRUCTION
13. THE HOME OWNER'S ASSOCIATION NAME IS: _____.
14. THE HOA RESTRICTIONS AND REGULATIONS DOCUMENT NUMBER IS _____.
15. REPLACEMENT COSTS OF THE PRIVATE SIDEWALK AND OTHER AMENITIES WITHIN A PUBLIC UTILITY EASEMENT SHALL BE THE RESPONSIBILITY OF THE HOME OWNER'S ASSOCIATION.
16. THE ARUBA PUD ORDINANCE NUMBER IS 031217.
17. VEHICULAR ACCESS SHALL BE PROHIBITED ONTO LOTS 18-25 AND 55, BLOCK 1 FROM LEEWARD DR. AND LOTS 25-36, BLOCK 1 FROM ARUBA DR.
18. THE CITY IS NOT RESPONSIBLE FOR MAINTENANCE AND OPERATION OF ANY STREET LIGHTS ON PRIVATE STREETS.

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	25.03	80.00	S56° 28' 35"E	24.93
C2	39.04	76.34	S50° 47' 21"E	38.62
C3	130.00	245.02	S61° 20' 20"E	128.48
C4	15.71	10.00	S21° 32' 26"E	14.14
C5	54.07	150.58	N12° 24' 17"W	53.78
C6	150.39	667.77	N14° 18' 46"W	150.07
C7	2.50	245.02	S36° 25' 53"E	2.50
C8	28.08	245.02	S40° 00' 23"E	28.06
C9	22.33	245.02	S45° 54' 01"E	22.32
C10	22.79	245.02	S51° 10' 32"E	22.78
C11	12.10	245.02	S55° 15' 15"E	12.09
C12	27.20	245.02	S59° 50' 55"E	27.19
C13	15.01	243.24	S64° 47' 24"E	15.01
C14	16.61	150.58	N05° 16' 38"W	16.60
C15	22.24	150.58	N12° 40' 06"W	22.22
C16	15.22	150.58	N19° 47' 45"W	15.22
C17	0.56	667.77	N20° 44' 27"W	0.56
C18	149.83	667.77	N14° 17' 20"W	149.52
C19	21.99	14.00	S08° 51' 41"W	19.80
C20	13.80	26.00	S51° 20' 23"E	13.63
C21	4.12	10.00	N78° 19' 47"W	4.09
C22	17.21	20.00	S46° 45' 48"E	16.68
C23	4.25	26.00	S66° 44' 05"E	4.24
C24	18.74	26.00	S41° 24' 34"E	18.34
C25	67.73	52.00	N16° 32' 58"E	63.04
C26	31.42	20.00	S81° 08' 19"E	28.28
C27	27.12	56.00	S50° 00' 39"E	26.85
C28	2.54	56.00	S65° 10' 55"E	2.54
C29	0.06	56.00	S66° 30' 39"E	0.06
C30	22.28	28.00	S43° 44' 54"E	21.69
C31	22.28	28.00	N89° 19' 59"W	21.69
C32	5.22	28.00	N61° 12' 16"W	5.21
C33	17.16	28.00	N38° 18' 55"W	16.89
C34	28.71	28.00	N08° 36' 32"E	27.47
C35	7.76	28.00	N45° 55' 15"E	7.74
C36	31.42	20.00	S21° 32' 26"E	28.28

Easement Line Table		
Line #	Length	Direction
E1	87.06	N53° 51' 36"E
E2	4.17	S08° 51' 41"W
E3	126.83	N53° 51' 36"E
E4	20.00	S36° 08' 19"E
E5	15.00	S53° 51' 41"W
E6	20.00	S36° 08' 19"E
E7	54.50	N53° 51' 36"E
E8	15.00	S36° 12' 42"E
E9	66.24	N53° 51' 36"E
E10	9.00	S36° 08' 19"E
E11	138.12	N53° 51' 36"E
E12	0.70	N20° 45' 45"W
E13	83.08	N53° 51' 36"E
E14	15.57	S20° 35' 47"E

Easement Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C40	23.70	52.00	S14° 53' 36"W	23.50
C41	16.04	181.04	S06° 19' 25"W	16.03
C42	9.78	14.00	S16° 08' 09"E	9.58
C43	4.64	181.04	S02° 53' 31"E	4.64
C44	3.36	52.00	S18° 54' 42"E	3.36

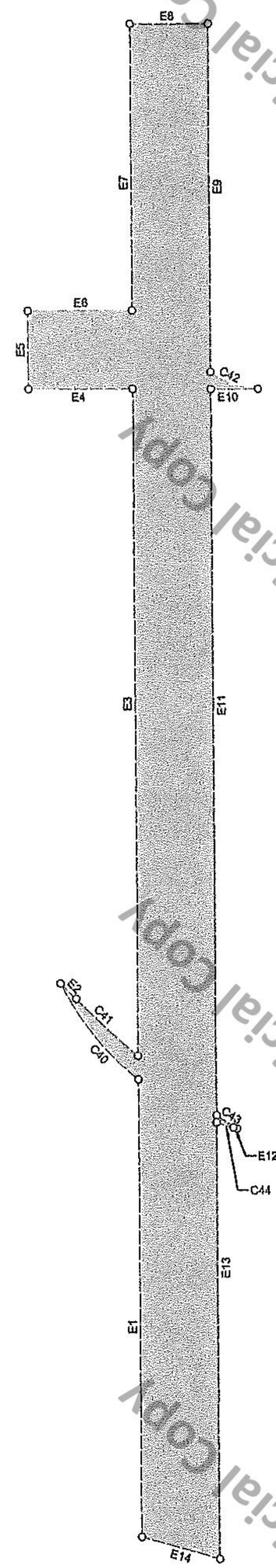
DETAIL "B"



Easement Line Table		
Line #	Length	Direction
E15	15.63	N20° 46' 45"W
E16	3.32	N69° 14' 15"E
E17	7.39	S09° 30' 45"E

Easement Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C45	8.59	181.04	S08° 09' 10"E	8.59

DETAIL "A"



ENGINEER / SURVEYOR:
CRAIG B. THOMPSON, P.E.
PHONE: 361-814-9900 FAX: 361-814-4401
ENGINEER / SURVEYOR EMAIL: cthompson@hansonpro.com
DESIGNED BY: SHM | DRAWN BY: CBT | CHECKED BY: CBT | SURVEY DATE:
PROJECT ID: 16ED337 | DRAWING NAME: PLAT | DRAWING DATE: 09/2019

Hanson Professional Services Inc.
4501 Gollihar Rd.
Corpus Christi, Texas 78411
TBPE F-477 / TBPLS F-10039500 / TBAE F-SR 2459

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PLAT OF
ARUBA P.U.D.
CITY OF CORPUS CHRISTI, NUECES COUNTY, TEXAS

SHEET 3 OF 3

Vol 69 pg 311

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EXHIBIT "B"

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EXHIBIT B

Monthly Dues for Aruba Bay Town Home Association

Aruba Bay Resort Lots 1-24

November 20, 2020

Lot	1	$	887.22
Lot	2	$	887.22
Lot	3	$	887.22
Lot	4	$	887.22
Lot	5	$	887.22
Lot	6	$	887.22
Lot	7	$	887.22
Lot	8	$	887.22
Lot	9	$	887.22
Lot	10	$	579.98
Lot	11	$	579.98
Lot	12	$	579.98
Lot	13	$	579.98
Lot	14	$	579.98
Lot	15	$	579.98
Lot	16	$	579.98
Lot	17	$	579.98
Lot	18	$	579.98
Lot	19	$	550.86
Lot	20	$	550.86
Lot	21	$	550.86
Lot	22	$	550.86
Lot	23	$	550.86
Lot	24	$	550.86

Nueces County
Kara Sands
Nueces County
Clerk

Unofficial Copy

Instrument Number: 2020053793

eRecording - Real Property

DECLARATION

Recorded On: November 30, 2020 08:58 AM

Number of Pages: 38

" Examined and Charged as Follows: "

Total Recording: $165.00

STATE OF TEXAS
NUECES COUNTY

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

Kara Sands
Nueces County Clerk
Nueces County, TX

Kara Sands

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2020053793
Receipt Number: 20201125000047
Recorded Date/Time: November 30, 2020 08:58 AM
User: Lisa C
Station: CLERK02

Record and Return To:

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2411 Centerville Road, Suite 400

Wilmington DE