

RESTRICTIVE COVENANTS
FOR
NOTTINGHAM UNIT 1
FROM
B & A TERRA FIRMA DEVELOPMENT, LLC

TO
THE PUBLIC
DECLARATION OF COVENANTS AND CONTITIONS AND RESTRICTIONS

FOR
NOTTINGHAM UNIT 1

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Declaration”) is made on the date hereinafter set forth by B & A TERRA FIRMA DEVELOPMENT, LLC (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Nueces, State of Texas, which is more particularly described below (“Property”);

WHEREAS, Declarant desires to create a planned residential community with common area for the benefit of said community to provide for the preservation of the values and amenities of said community, and for the maintenance of said common facilities; consequently, Declarant desires to subject the Property to the easements, restrictions, covenants, charges and liens hereinafter set forth, each and all of which are for the benefit of said Property and each owner thereof;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers of maintaining and administering the common area and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

NOW THEREFORE, Declarant declares that all of the Property described below 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 Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

B & A TERRA FIRMA DEVELOPMENT, LLC hereinafter called “Developer” and/or “Declarant”, the owner of the following described property situated in Nueces County, Texas, to-wit:

NOTTINGHAM UNIT 1, a Subdivision of the City of Corpus Christi, Nueces County, Texas as shown on the map or plat thereof recorded in Volume 68, Pages 488-489, Map Records of Nueces County, Texas, as Document Number 2015034796, to which reference is here made for all pertinent purposes.

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

I. USE OF LAND

The use of land in this Subdivision shall be as Residential Estates. All lots covered by these restrictions shall be used for Single-Family Dwellings and for no other purpose. Single-Family Dwelling means the use shall be of a spacious character together with related recreational facilities normally required to provide an orderly, attractive and spacious residential living environment. The lots are a minimum of 1 acre in area. As used herein, the Term "Single-Family Dwelling" shall mean a dwelling designed and arranged exclusively for the use and occupancy of one family, and does not include mobile homes, trailers, recreational vehicles and such like.

Construction shall begin on any lot sold within one (1) year of closing of the transaction. In the event construction has not begun within one (1) year, the owner thereof will be given written notice to proceed with construction. In the event construction does not begin within two (2) months of such notice, the owner thereof shall pay \$100.00 to Developer. In the event construction does not begin within an additional two (2) months, and additional payment of \$100.00 shall be paid to Developer. Each subsequent two (2) month period will incur an additional payment. Each such payment shall be secured by a lien on the lot in question.

At all times, the streets, alleys, easements or other thoroughfare shall be available for unimpeded access for any and all emergency response vehicles.

II. DEFINITIONS

1. "Association" shall mean and refer to the entity which will have the power, duty and responsibility of maintaining and administering the Property and the Common Area, administering and enforcing the Restrictions and collecting and disbursing the assessments and charges hereinafter prescribed. The Association may or may not be formed as a non-profit corporation in accordance with the laws of the State of Texas under the name **Nottingham Unit 1 Association**.

2. "Common Area" shall mean and refer to all real property, including the improvements thereon, owned by the Association and/or intended for the common use and enjoyment of the Owners.

3. "Developer" and/or "Declarant" shall mean and refer to B & A Terra Firma Development, LLC or any successor entity thereto, which shall assume all of the rights and responsibilities of Developer herein.

4. "Living Unit" shall mean and refer to all or a portion of a building situated upon a Lot or Lots, including the garage, subject to this Declaration, for use and occupancy by a single family.

5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties,

including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

6. A "street" shall be deemed to include any road, street, avenue, drive, court, square, circle, terrace, plaza or passageway shown as a thoroughfare on the recorded map of such addition. However, for purposes of these Restrictions as they concern aesthetic characteristics, "Street" shall not include alleys.

7. A "lot" is any plot of land shown upon any recorded subdivision map of the Properties.

8. A "corner" lot is a lot that abuts on more than one street.

9. Each lot, except a corner lot, shall be deemed to "front" upon the street which it abuts. A corner lot shall be deemed to front upon the street abutting its small dimension.

10. "Home" shall mean and refer to the improvements constructed upon any Lot (including the garage, if any), subject to these Restrictions, for use as a single family dwelling, as that term is defined by local ordinance.

11. "Property" shall mean and refer to all of the land and property located within the above described property.

III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner of a Lot and/or Living Unit 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 Lot and/or Living Unit which is subject to assessment.

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 Lot/Living Unit owned. When more than one (1) person holds an interest in any Lot/Living Unit, all such persons shall be members. The vote for such Lot/Living Unit shall be exercised as they among themselves determine, but in no event shall more the one (1) vote be cast with respect to any one (1) Lot/Living Unit.

Class B. The Class B member shall be the Declarant/Developer and shall be entitled to three (3) votes for each Lot/Living Unit 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:

(a) When the total votes outstanding in the Class A membership equal the total

votes outstanding in the Class B. membership; or

(b) On January 1, 2018.

Members may split their votes on any vote taken.

3. Board of Directors. During the development of the Properties and until the Class B membership shall cease, Declarant or its representative shall constitute the Board of Directors of the Association. Within three (3) months of cessation of the Class B membership, the Class A members shall elect a Board of Directors consisting of three (3) Owners. Thereafter, the Board of Directors shall draft Bylaws to govern the Association, the Board of Directors, elections and other business not inconsistent with these Restrictions.

IV. ASSOCIATION POWERS AND RESPONSIBILITIES

1. Powers. The business of the Association shall be conducted by its Board of Directors ("Board"). The Association shall have the power and authority to do the following:

(a) To deal with the Common Area as the owner thereof, except as specifically limited hereby;

(b) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent owners and/or future assessments; this power expressly includes the right to borrow from the Declarant and give as security such assignment or pledge;

(c) To enter into contracts necessary to conduct the business of the Association, including, but not limited to management contracts with professional management companies, contracts for refuse collection, maintenance contracts, legal and accounting contracts and insurance contracts ; to maintain one or more bank accounts and generally to have all powers necessary or incidental to the operation and management of the Association;

(d) To make reasonable rules and regulations for the operation of the Association and Common Area;

(e) To protect and/or defend the Common Area from loss or damage, by suit or otherwise, to sue or defend it in any court at law and to provide adequate reserves for repairs and replacements;

(f) To grant easements, rights-of-way, or strips of land, where necessary, for utilities over, on or under the Common Area to serve the Common Area, Lots and/or Living Units;

(g) To determine, in its sole discretion, if it should pay real property ad valorem taxes or other taxes or liens as to Common Area which are assessed against Living Unit or Lot Owners, if any;

(h) 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, the Board's 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 Board or any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of the Board; and

(i) To indemnify and hold harmless its Board, Officers, Employees and/or Agents from all liability in connection with such capacities.

2. Responsibilities. The Association shall discharge the responsibilities set forth below at such time and in such manner as the Board shall deem appropriate. Any such responsibilities undertaken by Declarant on behalf of the Association shall entitle the Declarant to reimbursement from the Association, either at the time, or as soon as funds are available therefor.

(a) General. The Association shall govern, operate, control and manage the Lots, Living Units and Common Area within the Property pursuant to the terms and provisions of this Declaration. The Association shall at all times pay the Real Property ad valorem taxes and any other taxes on the Common Area if said taxes are billed to the Association, as distinguished from being billed to the Owners, and shall pay any governmental liens assessed against the Common Area. The Association shall further have the obligation and responsibility for maintenance, repair, upkeep and/or replacement of Common Area including mowing.

(b) Street lights. The Association shall maintain, repair, upkeep and/or replace the street lights and Common Area located on Nottingham Unit 1.

V. PROPERTY RIGHTS IN THE COMMON AREA

1. Owners' Easement of Enjoyment. Every Owner shall have an unrestricted right of ingress and egress to such Owner's Lot or Living Unit which shall be perpetual and shall pass with the title to every Lot or Living Unit. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and/or Living Unit, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which an assessment against such Owner's Lot/Living Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

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

(d) The right of the Association to borrow money from all available sources for the purpose of improving the Common Area and in aid thereof to mortgage said Common Area. However, such Common Area may not be mortgaged unless an instrument consenting to such mortgage is signed by two-thirds (2/3) of the members and is recorded in the Official Public Records of Nueces County, Texas. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

(e) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure.

2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, subject to the rules and regulations established by the Association.

3. Maintenance Obligations of Association. No improvement, excavation or work which in any way alters the Common Area or the Association Maintenance Areas from their existing state on the date any such area is conveyed by Declarant to the Association or a purchaser of a Lot and/or Living Unit shall be made or done by any person other than the Association or its authorized agents.

4. Title to Common Area. Declarant may retain legal title to the Common Area until such time as it has completed improvements therein and until such time as, in the opinion of the Declarant, the Association is able to maintain the same. All costs incurred by Declarant in the maintenance of the Common Area after completion of improvements and prior to conveyance of title to the Association shall be considered loans to the Association which shall be repaid to Declarant as soon as financially feasible.

VI. COVENANT FOR MAINTENANCE ASSESSMENTS

1. Lien and Personal Obligation. The Declarant, for each Lot or Living Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The covenant in this section shall not constitute a guarantee, or promise of any kind by Declarant to pay any assessments, or any other obligation of any other Owner, other than Declarant. 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 property 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 lien, however, shall be continuing upon such property.

2. Purpose. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. The assessments shall be placed in an account ("Common Fund") for such purposes.

3. Maximum Annual Assessment. Until 2018, the maximum annual assessment, excluding the premium, if any, charged for insurance coverage as herein provided, shall be \$400.00 per year per Lot or Living Unit, payable to Declarant at 46 West Bar Le Doc, Corpus Christi, Texas 78414, and such annual assessment may be increased as follows:

(a) From and after 2018 the maximum annual assessment per Lot or Living Unit may be increased each fiscal year not more than ten (10%) percent above the maximum assessment for the previous year, without a voted of the membership.

(b) From and after 2018, the maximum annual assessment per Lot or Living Unit may be increased above ten (10%) percent by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment from time to time at an amount not in excess of the maximum.

4. Special Assessments. 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 costs of any construction, reconstruction, repair or replacement of a capital improvement upon

the Common Area or Association Maintenance Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action regarding assessments shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, additional meetings may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Not such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Uniform Rate of Assessment. Except as specifically provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots/Living Units.

7. Unimproved Lots Owned by Declarant. Declarant shall not be required to pay any annual maintenance charge or special assessment for any unimproved Lot owned by it unless and until a Living Unit has been built thereon and three (3) months have elapsed since the substantial completion of such Living Unit. Thereafter, commencing on the first day of the next succeeding calendar month, the full maintenance charge then assessed shall become applicable. The term "substantial completion" as used in this Declaration shall mean that the residence is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted.

8. Commencement and Due Dates. Except as specifically provided herein, the annual assessments provided for herein shall commence as to all Lots/Living Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the initial and subsequent annual assessments against each Lot/Living Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board, and unless otherwise provided, the Association shall collect each month from the Owner of each Lot/Living Unit, each quarter (1/4th) of the annual assessment for each Lot/Living Unit. 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 Lot/Living Unit have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot/Living Unit is binding upon the Association as of the date of its issuance.

9. Effect of Nonpayment and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, then it shall bear interest from the due date at the rate of ten (10%)

percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or take any other action authorized by Texas law for the collection of said amounts. 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 Lot/Living Unit, or by renunciation of membership in the Association.

Each such Owner, by acceptance of a deed to a Lot/Living Unit, hereby expressly vests the Association, or its agents, the right and power to bring any and 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 as authorized by Texas law.

10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to and inferior to any mortgage, vendor's lien, deed of trust or other security instrument which secures any loan made by any lender to an Owner for any part of the purchase price of any Lot and the improvements thereon, if improved, when the same is purchased, or for any part of the cost of constructing, repairing, adding to, or remodeling the Living Unit and appurtenances situated on any Lot, and which mortgage, vendor's lien, deed of trust or other security instrument is filed for record prior to the date on which payment of any such charges or assessments become due and payable. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit 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 such Lot or Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

11. Exempt Property. All properties dedicated to, and accepted by, a local public municipality or authority and the Common Area and Association Maintenance Areas shall be exempt from the assessments created herein. However, no land or improvements devoted to single-family occupancy shall be exempt from said assessments.

12. Reserves and Surplus. The Board may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary or 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.

13. Establishment of Working Capital Fund. Notwithstanding anything contained herein to the contrary, Declarant shall establish a working capital fund to insure that the Association will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services. The fund should be equal at least to two-twelfths

(2/12ths) of the annual assessment for each Lot or Living Unit as determined by the Board. Any amounts paid into this fund should not be considered as advance payments of regular annual assessments.

14. Collection of Working Capital Fund. With respect to those Lots or Living Units that are sold prior to commencement of annual assessments, each Owner shall pay the share of the working capital fund to the Association attributable to the Lots or Living Units owned on the commencement of annual assessments thereon. With respect to those Lots or Living Units that are sold by Declarant to a purchaser after commencement of annual assessments, each Lot's or Living Unit's share of the working capital fund shall be collected from the purchaser at the time the sale of the Lot and/or Living Unit is closed and then shall be transferred to the Association for deposit to a segregated fund. Declarant shall not be required to pay into the working capital fund until Declarant has sold the Lot and/or Living Unit to a purchaser.

VII. ARCHITECTURAL RESTRICTIONS

THE FOLLOWING RESTRICTIONS SHALL APPLY TO ALL LOTS IN NOTTINGHAM, UNIT I

A. DWELLING QUALITY AND SIZE

- (1) No main building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling used for residential purposes only, and shall not exceed two and one-half (2 1/2) stories in height (two stories with loft) with garage facilities for not less than two (2) automobiles (carports are not allowed). The floor area of dwelling structures shall not be less than two thousand five hundred (2,500) square feet, exclusive of open porches (including screened-in porches), patios, and garages. The first floor area of a two story or two and one-half (2 1/2) story dwelling structure shall be not less than one thousand five hundred (1,500) square feet exclusive of open porches (including screened-in porches), patios and garages. No building or any other structure or improvement shall be erected, placed, or altered on any lot until the construction plans and specifications and plan showing the exact location of the structure on the lot have been approved by the Developer/Association (hereinafter sometimes referred to as the "Committee") as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of such plans and specifications will be retained by the Committee and the other complete set will be marked "Approved", and returned to the owner or builder. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its review and approval. The Committee's approval or disapproval as required in these covenants shall be in writing.

In the event the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within twenty-one (21) days after submission, and if no suit to enjoin the construction is commenced prior to the completion of such construction, then approval is presumed. If approval is obtained, such approval is in effect for one year, and if, in one year, construction has not begun, then a re-submission for approval must be made.

The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the Subdivision, in the following particulars, to wit: (a) change all restrictions in conflict where one lot and all or a portion of other contiguous lots are being used together for the purpose of building a single family residence, or (b) modify those restrictions in the case of lots which are unusual in size, or which are of an unusual or irregular shape, where such change is deemed for the advantage or best appearance of the immediate community. All materials must be new materials or substantially the same or better than that which can be produced on the date construction of the improvements commenced and no secondhand or used materials shall be utilized in the construction of improvements on any lot within the Subdivision. No existing dwelling shall be moved onto any lot in this Subdivision. After construction of any improvement is begun, it must be completed within two hundred and seventy (270) calendar days.

B. BUILDING, GARAGE AND FENCE LOCATIONS

- (1) No building shall be located on any lot nearer to any front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or as required by the City of Corpus Christi, nor farther away from the front lot line than the Committee reasonably determines to be in harmony with existing buildings in the immediate vicinity. On the corner lots, all buildings shall conform to the building lines as shown on the recorded plat and as described in the Definitions herein above set forth, except that the Committee may authorize the construction of improvements facing the street abutting it's longer dimension or facing diagonally across such lot providing same is for the advantage and best appearance of the Subdivision. No main building shall be located nearer than twenty-five (25) feet from any interior lot line. No building shall be constructed on any lot nearer to the side lot line than the distance herein specified or referred to, except that, in the case of any unusual or irregularly shaped lot, buildings and other improvements may be constructed thereon as approved by the Committee and the City of Corpus Christi.
- (2) The interior side lot line restrictions shall not apply to a detached garage, guest's or servant's quarters located on the rear one-third of a lot, which shall be located with reference to the side lot line to conform to the Building Code and Zoning Ordinance of the City of Corpus Christi, Texas. The location of any structure on any interior lot, as to the rear lot line, shall be governed by the Building Code and Zoning Ordinance

of the City of Corpus Christi, Texas.

- (3) Any garage facing the street upon which the lot fronts shall be set back not less than twenty (20) feet from the front line of the main building. This provision does not prohibit a garage from facing a side street on a corner lot. However, if the front of the house also faces the side street, the twenty (20) feet set back will apply.
- (4) For the purposes of this covenant, eaves, steps, wing-walls and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- (5) Any garage, outbuilding, guest's or servant's quarters or any outbuilding of any kind detached from the main building shall be located on the rear one-third of the lot, shall not exceed two (2) stories in height, shall be located with reference to the side lot line to conform to the Building Code and Zoning Ordinance of the City of Corpus Christi, and shall not be constructed upon any portion of the easement along the rear or side property line of such lot.
- (6) No fence, wall, hedge or shrub which obstructs sight line at elevation shall be placed or permitted to remain on any corner lot area within the triangular area formed by the streets right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection of the street right-of-way lines, or in the case of a rounded corner, from the intersection of the street right-of-way lines extended to intersect. The same sight line limitations shall apply on any building site within ten (10) feet from the intersection of a street right of way line with the edge of a driveway pavement. No trees shall be permitted to remain within the above sight line of each intersection unless the foliage line is maintained at sufficient height to prevent the obstruction of the above sight line.
- (7) In the event of any conflict, the recorded Plat shall govern.

C. LOT AREA AND FUTURE IMPROVEMENTS

- (1) No dwellings shall be erected or placed on any lot having an area of less than one acre.
- (2) No lot may be replatted if the effect of such replat would result in a lot smaller than one acre. If any lots are subdivided to less than one (1) acre, the entire subdivision is to be replatted and all required improvements are to be provided. The cost of any future improvements, whether through replatting or by property owner's petition to the city, shall be at the property owner's expense and the City shall pay no expense of any future improvements relating to wastewater, underground storm sewer, curb, gutter and sidewalks.
- (3) Each lot owner shall connect to sanitary sewer in the event it becomes reasonably available to such lot.

- (4) No lot owner may convey, transfer or sell any portion or part of any lot without subdividing and/or replatting contiguous lots into the same number or a lesser number of lots, all of which have a minimum area of one (1) acre.

D. EXTERIOR WALLS AND ROOFS

The exterior walls of each dwelling shall be not less than seventy-five percent (75%) natural stone veneer, brick veneer, stucco or masonry planking. In computing this percentage, all door and window openings and gables shall be excluded from the required area. The masonry exterior wall provision shall apply to the main structure and any outbuildings. Any unusual buildings, such as greenhouses, etc., will be as approved by the Committee. The roofs of each dwelling shall not be flat (built up gravel or otherwise), and shall not be tar and gravel roofs. Roofing material may be wood (fireproofed), composition (290 pound weight or more), or tile. The roof may also be metal as approved by the Committee. The pitch of the roof of each main building and all outbuildings, either attached or detached, shall be a minimum of 5:12.

E. FOUNDATIONS AND DRIVEWAYS

- (1) On all main buildings and outbuildings, all foundations must be concrete, and must be fully enclosed at the perimeter, exclusive of verandahs, decks, patios, porches and/or gazebos approved by the Committee. Pier and beam foundations are allowed if piers are of concrete and the perimeter is fully enclosed. All foundations must be designed by a registered Professional Engineer who regularly practices structural or foundation engineering.
- (2) The minimum required elevations of the foundation of residences, garages and any outbuildings: in accordance with the requirements of the recorded plat.
- (3) Driveways shall be constructed of concrete, brick pavers or a similar material. Where the driveway crosses a roadway, ditch owner has two options:
 1. Install a culvert (minimum 15" diameter), size and length as designated by the City of Corpus Christi, with headwalls. The Committee will furnish the design. **Prior to pouring the concrete driveway and installing the culvert, the Lot Owner or Builder must, at their expense, employ a Registered Engineer or Surveyor, to set the culvert flowline elevation(s) taken from the "as built" construction plans. After setting the pipe in place, the Engineer / Surveyor must confirm the correct elevation.**
 2. A bridge designed by a Professional Engineer and approved by the Committee.

Parking in public streets for more than 12 hours is prohibited. Committee shall have the right to fine homeowners for violations of this prohibition.

F. FENCES OR WALLS

No barbed wire, chain-link, or electric fence may be placed on any lot in the Subdivision. All fences must be of new wood, masonry or similar materials and shall be no higher than seven (7) feet. Metal or PVC pipe may be used as approved by the Committee. Any fence forward of the front wall of the main structure shall have a maximum height of four (4) feet.

G. TEMPORARY STRUCTURES FOR STORAGE, VEHICLES, TELEVISION OR RADIO ANTENNAE, AND AMENITIES

(1) No structure of a temporary character, trailer, basement, tent, garage, storage building or other outbuilding (excluding guests or servant's quarters) shall be used on any lot at any time as a residence, either temporarily or permanently; provided however, that Developer or assigns reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the subject property as in its sole discretion may deem necessary or convenient while selling lots, selling or constructing residences, and constructing other improvements upon the subject property. Such facilities may include, but not necessarily be limited to sales, information and construction offices, storage areas, model units, signs and portable toilet facilities. This paragraph does not preclude a visitor using their recreational vehicle (RV) as living quarters while there for a maximum of thirty (30) days. After 30 days a visitor must be gone for a minimum of sixty (60) days before any visitor may begin another 30 day visit. Any exceptions must be approved by the Committee.

(2) No trailer, camp trailer or vehicle may be stored permanently or temporarily on any lot forward of the front wall of the main structure. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, are to be stored in the public street right of way or on the lot anywhere forward of the front wall of the main structure. Permanent or semi-permanent storage of such items and vehicles must be reasonably screened from public view either within the garage or behind a fence which encloses the rest of the lot.

(3) Radio and television antennae shall be installed in the attics of the residences when possible and practical. No radio or television aerial wires or antennas shall be maintained on any portion of any lot forward of the front wall on the main structure; nor shall any antennae (free standing or otherwise) of any type or style be permitted to extend more than ten (10) feet above the roof of the main residential structure on said lot. Towers such as ham radio towers are prohibited.

(3) Any amenity, such as a pool, spa or tennis court must comply with the City of Corpus Christi ordinances and requirements. Lights for any amenity may be

installed as approved by the Committee. Lights (such as court lights), which may be a nuisance to neighbors are prohibited.

H. SIGNS

No sign of any kind shall be displayed to the public view on any lot, except one professional sign not more than five (5) square feet advertising the property for sale or rent. This restriction shall not apply to signs used by the Developer during the construction and sales period. Furthermore, Builders, while a residence is under construction, may display their usual identification signs provided the total sign area does not exceed ten square feet.

I. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any lot. No derrick designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

J. PETS, LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except cats, dogs or other animals ordinarily and reasonably kept as pets in residential subdivisions, provided they are not kept or bred for commercial or business purposes, and provided they are enclosed by a fence or fences and are not kept in any quantities which would create an annoyance or nuisance to the neighborhood. Pets shall not be allowed to run at large within the Subdivision. All pet owners shall comply with the Corpus Christi leash law and "Prohibited Animal" list, both provided by Corpus Christi city ordinance.

K. GARBAGE AND REFUSE DISPOSAL

- (1) Garbage shall not be kept except in sanitary containers and such containers shall be kept in a clean and sanitary condition. Regular trash pick up (at least twice weekly) must be provided by the owner or occupant. No trash or garbage cans, except on regular trash or garbage days, shall at any time be permitted to remain on the street forward of the front wall of the main structure so that same may be seen by a person using the street in the Subdivision.
- (2) No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage or any such like. Other waste shall not be kept except in sanitary containers. All equipment for the storage and/or disposal of such

material shall be kept in a clean and sanitary condition.

L. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This provision does not preclude the normal sales activities to market lots or homes. Yard decorations, including seasonal decorations, shall be such as to not be an eyesore, obnoxious or objectionable to a person of ordinary sensibilities. Seasonal decorations shall be limited to the season. For example, Christmas decorations shall only be permitted from Thanksgiving until New Years Day. No permanent lights shall be installed or displayed outlining the roof, house or other feature except standard, traditional color landscaping lights. Upon a determination of a violation of these provisions, written notice shall be given to the Owner and any recorded lien holder, with a reasonable period to time granted to remedy the violation.

M. LOT MAINTENANCE

- (1) Owners/Builders shall be responsible to maintain lots free of debris during construction, as well as preventing debris from blowing onto other areas of the subdivision. If owner/builder fails to do this, committee shall notify him in writing to construct a silt fence around the entire perimeter of the lot. If, within fourteen (14) days after written notification is made and owner/builder has not constructed fence, committee may construct fence and bill owner/builder for same. Committee will file lien against property if payment is not made prior to completion of construction.
- (2) The design of the subdivision provides for lot drainage to be from the rear to front. This means that your entire lot drains to the street. Owner/builder shall be responsible to maintain such drainage during construction and grade and landscape to maintain this design in the permanent drainage of the lot. Care must especially be taken to maintain proper flow direction in ditches and swales.
- (3) During any type of construction, Owner/Builder must proceed with caution when crossing curbs and sidewalks with heavy loads such as concrete trucks and trucks hauling materials. Preferably, alternate routes should be taken that do not require crossing curbs and sidewalks, but if an alternate route is not feasible, then they should be bridged with a mound of dirt or some other suitable protection. If alternate routes are used, use caution regarding ditches as stated in paragraph M (3) above. If Owner/Builder damages any curb or sidewalk, he shall repair same at his own expense.
- (4) The owners or occupants of lots shall keep all weeds and grass cut so that the lots (whether vacant or having improvements) are, at all times, in a sanitary, healthful and attractive condition. Owners shall not use any lot for storage of materials and equipment, except for normal residential requirements or incident to construction if

improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind is prohibited. Owners shall not burn anything (except by use of an incinerator as permitted by law). The drying of clothes in public view is prohibited and the owners or occupants of any lots at the intersection of streets or where the rear yard or portion of the lot is visible to public view shall construct and maintain a suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles and/or storage piles which are incident to the normal residential requirements of a typical family, and anything else that, in the opinion of the Committee, is unattractive or objectionable to the neighborhood.

- (5) The owner of the abutting lot shall also keep the area between the pavement and the lot line free of weeds, rubbish, trash and waste, and shall keep all the grass cut.
- (6) If any lot owner fails to comply with the terms of this paragraph M, the Developer or the Committee, as the case may be, is authorized to have such lot cleaned and maintained in order to comply with these provisions, and shall be entitled to reimbursement by the lot owner of reasonable expenses so incurred. The assessment and lien described in paragraph P shall be available for enforcement and collection for any such reimbursement.
- (7) All brush and tree destruction must be followed immediately with prompt removal of the resulting debris (including dirt, trees and brush) from the Subdivision.
- (8) No open fires will be permitted upon any lot or within the Subdivision except for controlled, contained cooking fires as approved by the Committee.

N. EASEMENTS

- (1) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements, including drainage easements, area of each lot and all improvements in it shall be maintained continuously by the owner of the lot.
- (2) Such easements are deemed appropriate and/or necessary for the purpose of installing, using, repairing and maintaining public utilities, including water lines, sewer lines, electrical cables, telephone cables, gas lines, television cables, and/or equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the

purpose of further construction, maintenance, operation and repairs. The owners or operators of such utilities shall have the right for access at any time without liability when on official business and to remove any obstruction on said easement right-of-way, which in its reasonable opinion may interfere with the installation, repair maintenance or operation of its circuits, lines, cables, pipes, ditches, structures or equipment. Such easements shall be for the general benefit of the Subdivision and the property owners thereof and are reserved and created in favor of any and all utility companies entering into and upon said Subdivision, except that nothing set out above shall prohibit the use of such easements rights-of-way by abutting owners for the construction of fences, walks, or drives provided no permanent structures are built thereon and provided no damages shall accrue to the City of Corpus Christi, Nueces County, nor any utility company, or other entity because of the removal and non-replacement of all or any portion of such improvements for the purpose of satisfactorily constructing, operating, maintaining and/or repairing utilities in such easements or rights of way.

- (3) Developer reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Neither Developer nor any entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees or servants to pavement, fences, shrubbery, trees, or flowers or any other property of the owner on the land covered by said easements. It is expressly agreed and understood that the title conveyed by Developer of any of the subject property shall be subject to any easement of record affecting same.

Q. MERGER

Upon the vote of a majority of the lot owners at a meeting called for such purpose, or through written ballot or proxy as provided in these Restrictions, the Committee and the operation and management of the Subdivision may be merged or consolidated with the Committee and management and operation of one or more other Subdivisions in the Nottingham, Unit I area having similar restrictions and limitations. For the purposes of the Restrictions, the term "owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot, but excluding those persons or entities holding a mortgage or having an interest merely as security for the performance or obligation.

VIII. DURATION OF RESTRICTIONS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which such covenants shall be automatically extended for

successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part. The violations of any such restrictions, covenants and conditions shall not operate to invalidate date of mortgage, Deed of Trust, or other liens acquired or held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to the restrictions, covenants and conditions herein mentioned. These Deed Restrictions may be amended upon the affirmative consent of sixty six and two thirds percent (66 2/3 %) of the lot owners after four (4) years from the date of filing, and shall be subject to amendment by Developer without joinder for four (4) years after filing hereof if said amendment by Developer serves for the reasonable improvement of the Subdivision or does not materially affect the lot owners. No amendment shall be effective until recorded in the Nueces County Clerk's Office.

2. The "Use of Land" being in compliance with the City of Corpus Christi Zoning Ordinance, Zoning Classification "RE" (Residential Estate District) shall not be amended or changed unless agreement from the City of Corpus Christi is obtained.

IX. ENFORCEMENT

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

X. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other terms, covenants, or provisions set forth herein, which shall remain in full force and effect

XI. DEDICATION

This instrument of dedication relates to and affects the above described property and shall not affect other property not herein described.

XII. LIENHOLDER RATIFICATION AND PROTECTION

1. Ratification. The owner and holder (whether one or more) of lien(s) covering the Properties has executed this Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing Restrictions. No violation of any of these Restrictions shall defeat or render invalid the line of any mortgage made in good faith and for value upon any portion of the Properties; providing however, that any mortgagee in actual possession, or any purchaser at any mortgagee's foreclosure sale, shall be bound by and subject to these Restrictions as fully as any other Owner of any portion of the Properties.

2. Notices. Notwithstanding anything herein to the contrary, the holder, insurer or guarantor of a mortgage on any Lot and/or Living Unit shall be given written notice by the Association (provided such holder, insurer or guarantor has furnished the Association with written notice of its name, address, and the property securing same), of any one or more of the following:

- (a) Any condemnation or casualty loss that affects either a material portion of the Properties or the Lot and/or Living Unit securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot and/or Living Unit on which it holds the mortgage.
- (c) A lapse, cancellation or material modification of any insurance policy or Fidelity Bond.
- (d) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

5. General Amendments. Except as specifically provided herein, and the requirement of VA or FHA consent, this Declaration may be amended by an instrument signed by Owners representing fifty-one (51%) percent 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 and instrument in writing, duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity, or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced

by this Declaration and shall not impair or affect the vested Property or other rights of any Owner or his mortgagee.

XIII. ATTORNEYS FEES

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

EXECUTED this 2nd day of September, 2015.

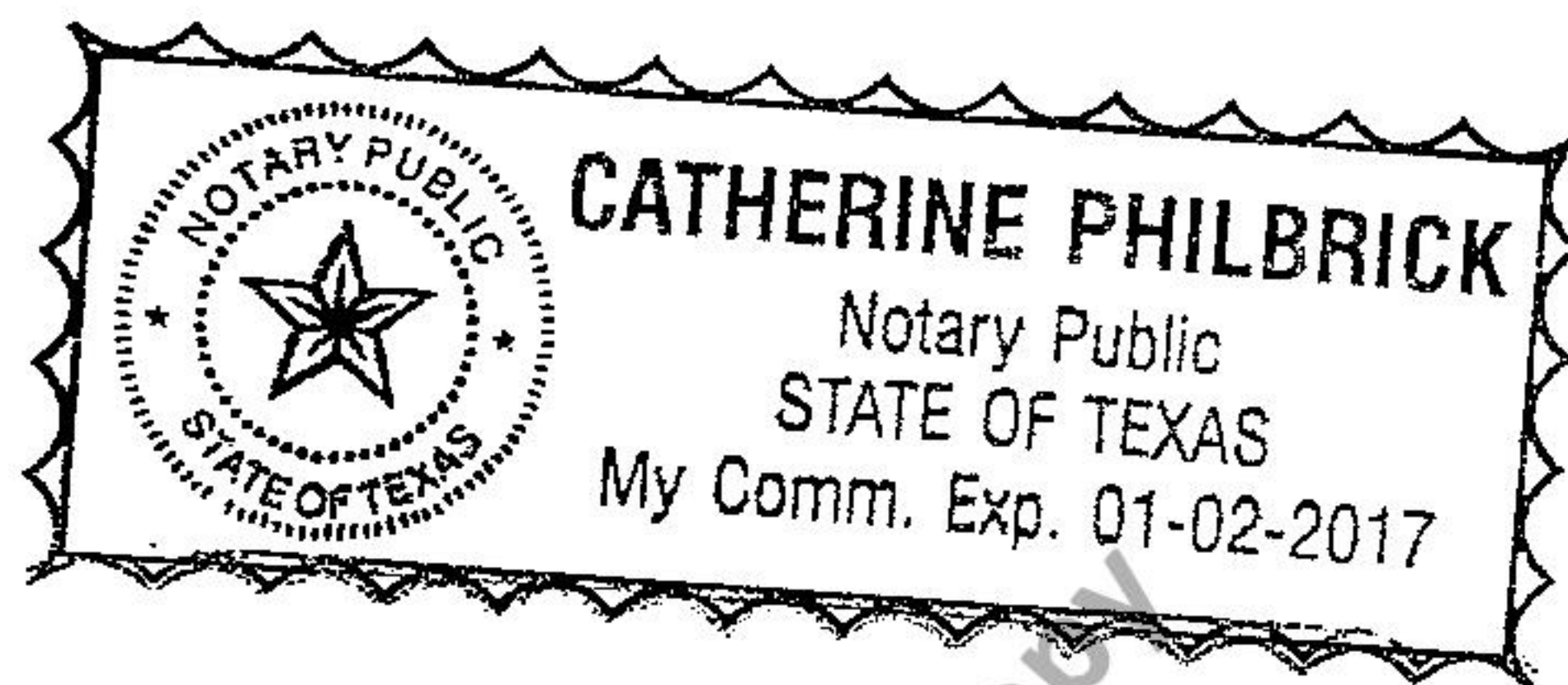
DEVELOPER: B & A TERRA FIRMA DEVELOPMENT, LLC

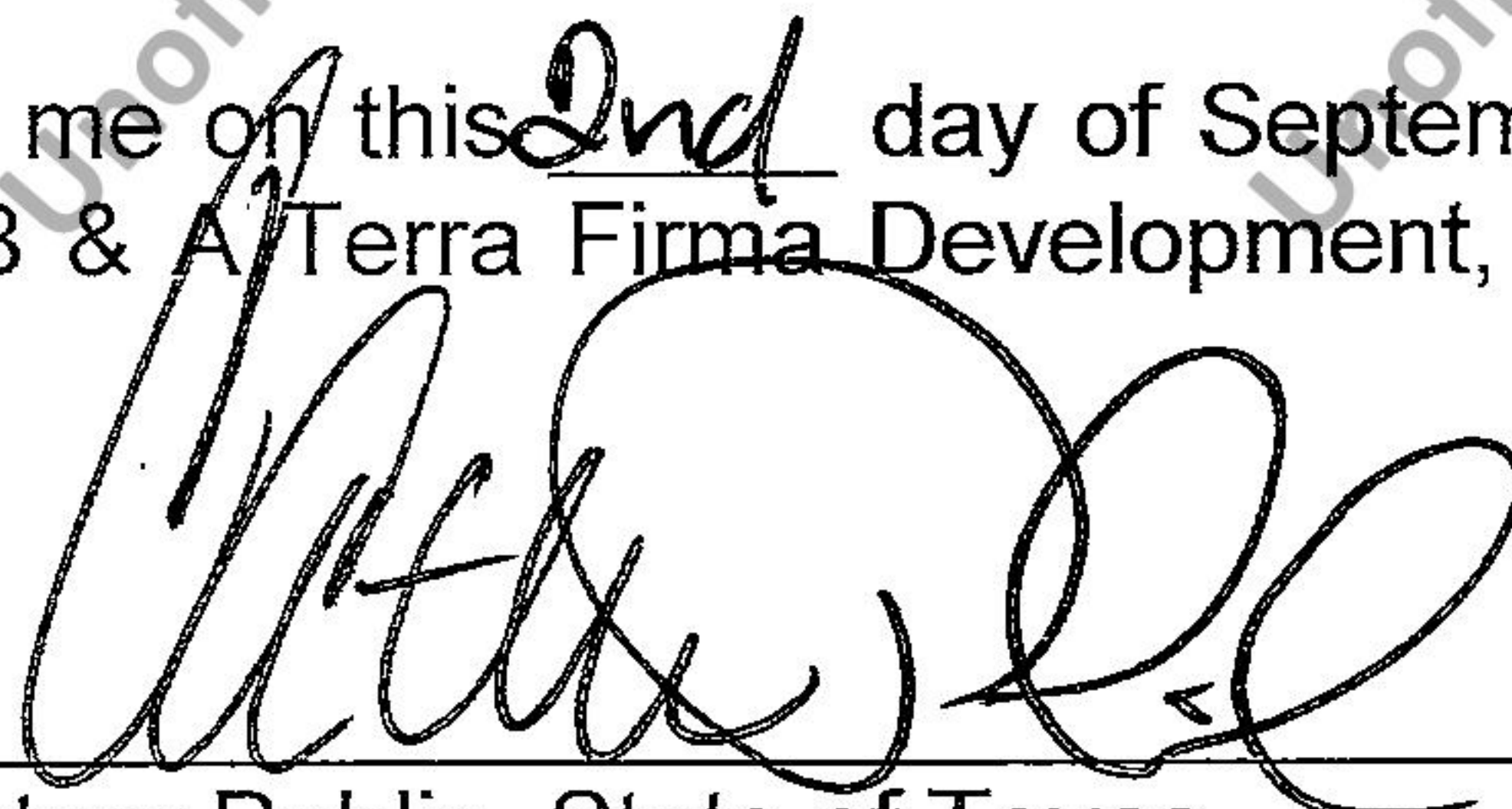
By: 
Amir Zarghooni, President/Member


Blanch Fernandez, Vice President/Member

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this 2nd day of September, 2015, by Amir Zarghooni, President/Member of B & A Terra Firma Development, LLC on behalf of said company.

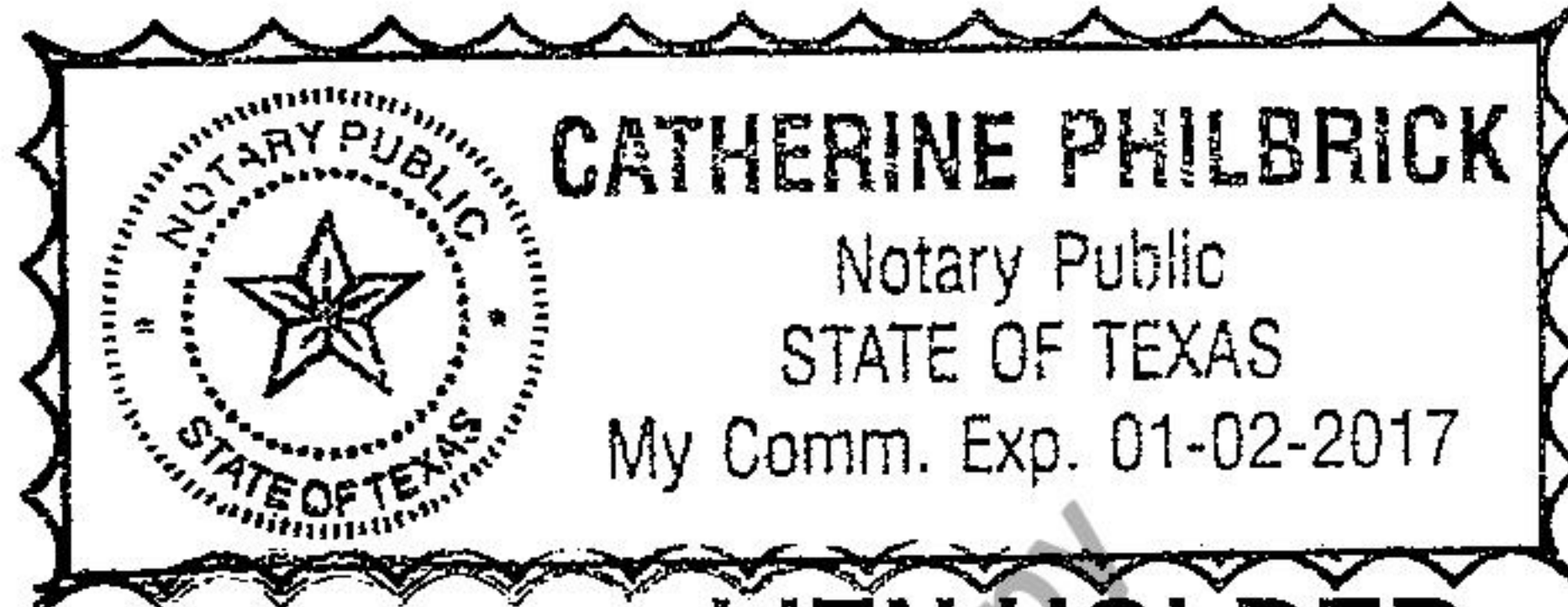



Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 2nd day of September, 2015, by Blanch Fernandez, Vice-President/Member of B & A Terra Firma Development, LLC on behalf of said company.



[Signature]
Notary Public, State of Texas

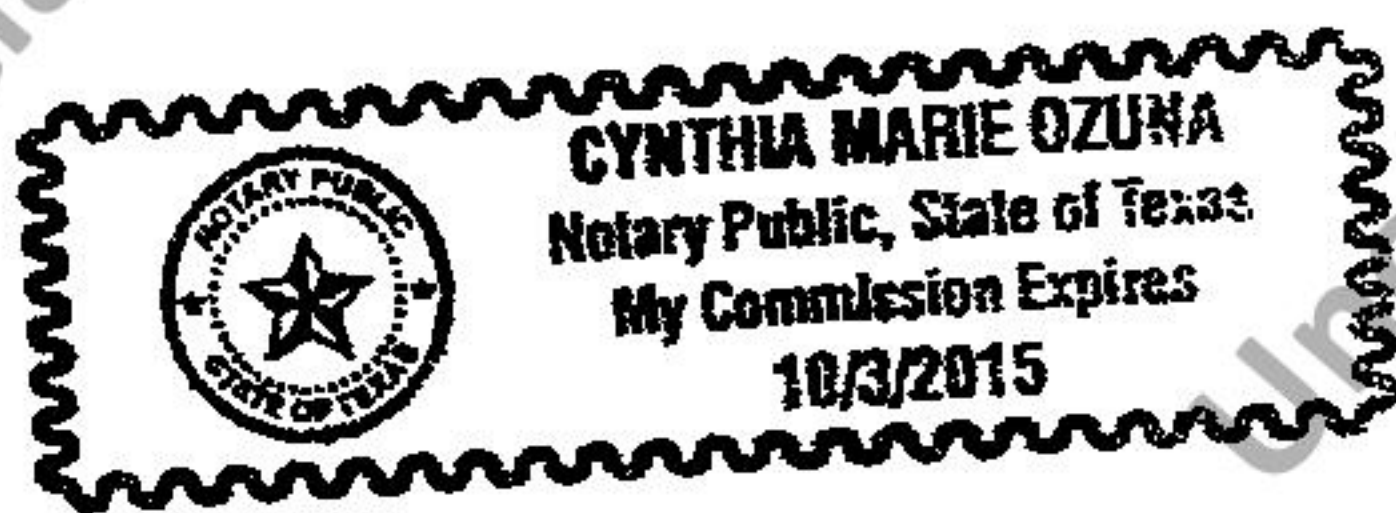
LIEN HOLDER: KLEBERG BANK

By: [Signature]

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on this 2nd day of September, 2015, by Pedro Azevedo [name], Senior Vice President [title], of Kleberg Bank on behalf of said banking organization.



[Signature]
Notary Public, State of Texas

After recording
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Official Public Records of
NUECES COUNTY
KARA SANDS
COUNTY CLERK
Fees \$103.00

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

STATE OF TEXAS
COUNTY OF NUECES
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED IN FILE NUMBER SEQUENCE ON THE DATE AND
AT THE TIME STAMPED HEREON BY ME AND WAS DULY
RECORDED IN THE OFFICIAL PUBLIC
RECORDS OF NUECES COUNTY TEXAS

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Unofficial Copy

Unofficial Copy



Kara Sands
COUNTY CLERK
NUECES COUNTY, TEXAS

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