

**AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(June 21, 2014)**

STATE OF TEXAS

*

DOC # 872546

COUNTY OF NUECES

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THIS Amended Declaration, made on the date hereinafter set forth by THE CORPUS CHRISTI HARBORS DEVELOPMENT CORPORATION, a Texas corporation, Owner of a majority of the Lots contained within the property hereinafter described.

WITNESSETH:

WHEREAS, on the 6th day of March, 1981, O. Dean Couch, Jr. ("Developer") did execute certain Covenants and Restrictions for The Harbors property ("Prior Declaration"), said document being recorded under Clerk's File No. 216077 of the Official Public Records of Real Property of Nueces County, Texas, said document covering the hereinafter described real property;

WHEREAS, on the 24th day of January, 1982, O. Dean Couch, Jr. ("Declarant") did execute a certain Declaration of Covenants, Conditions and Restrictions for The Harbors ("Declaration"), said Declaration being recorded under Clerk's File No. 257050 of the Official Real Property Records of Nueces County, Texas, whereby certain restrictions, covenants, and conditions were imposed upon the following described property situated in Nueces County, Texas, to-wit:

Being a 21.818 acre tract out of a 32.895 acre tract, said 32.895 acre tract being 29.665 acres out of the W. E. Pope Estate lands of which a portion of said estate, known and recorded by plat as Brooklyn, Volume A, Page 30, Nueces County Map Records cancelled October 24, 1930 by deed recorded in Volume 194, Page 543, Deed Records of Nueces County, and being 3.23 acres out of submerged lands, known as Tract No. 1, conveyed by Patent 446 to the Nueces County Navigation District No. 1 by the State of Texas by deed recorded in Volume 719, Pages 358-360, Deed Records of Nueces County, Texas, and said Lot 2 being more particularly described in metes and bounds as follows:

BEGINNING at a point in the east Nueces County Navigation District bulkhead line to Canal A of the Rincon Industrial Park and at the centerline of Canal Number 1 for the southwest corner of said Lot 2, whence a 1" iron pipe at the southwest corner of said 32.895 acre tract bears South 32° 08' 00" West, a distance of 389.06 feet;

THENCE North 32° 08' 00" East along said Nueces County Navigation District bulkhead line, a distance of 1599.61 feet to a point for the northwest corner of said Lot 2;

THENCE South 57° 52' 00" East along the north boundary of said Lot 2, a distance of 48.70 feet to a point for a corner;

THENCE South 46° 58' 52" East along the north boundary of said Lot 2, a distance of 658.76 feet to a point in the west right-of-way line of U.S. Highway 181 for the northeast corner of said Lot 2;

THENCE South 43° 01' 08" West along said west right-of-way line and along the east boundary of the said 32.895 acre tract, a distance of 718.03 feet to a point for a corner;

THENCE South 32° 08' 00" West along said west right-of-way line and along the east boundary of the said 32.895 acre tract, a distance of 877.78 feet to a point for the southeast corner of said Lot 2;

THENCE North 46° 58' 52" West along the centerline of Canal Number 1, a distance of 570.26 feet to the point of beginning and containing 21.818 acres of land, more or less.

WHEREAS, ARTICLE XIII, Section 1 provides for amendment of the Declaration by instrument signed by a majority of the Owners;

WHEREAS, it is the desire of the Members as voted on and approved at the Annual Meeting of the Association held on June 15, 2013 to amend said Declaration as set forth below:

NOW, THEREFORE, the Prior Declaration is hereby cancelled and declared null and void the Declaration is hereby amended in its entirety and fully replaced by this Amended Declaration.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to the Architectural Control Committee provided for in Article IV hereof.

Section 2. "Association" shall refer to The Harbors Homeowners Association, Incorporated, a Texas non-profit corporation, its successors and assigns.

Section 3. "Canal" shall mean any waterway contained within the Properties, including those shown upon the Subdivision Plat, up to the bulkhead along such waterway.

Section 4. "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 to be owned initially by the Association is shown on the Subdivision Plat, and includes part of

the Navigation Channels.

Section 5. “Declarant” shall refer collectively to O. Dean Couch, Jr. , and to each of his successors and assigns if such successors or assigns should acquire more than one lot from Declarant for the purpose of constructing improvements thereon and the resale of same. Corpus Christi Harbors Development Corporation shall be considered a successor Declarant for the purposes of this Section.

Section 6. “Lot” and/or “Lots” shall mean each of the lots shown upon the Subdivision Plat after being adjusted to reflect any “Composite Building Site” created pursuant to Article III, Section 6 of these Amended Declaration of Covenants, Conditions and Restrictions: An Improved Lot will be a Lot with a home with an Occupancies Certificate issued by the City of Corpus Christi and an Unimproved Lot will be a vacant Lot.

Section 7. “Mooring Area” shall mean that portion of each Lot that is included within any Canal. Mooring facilities may be constructed within the Mooring Areas of the Lots in accordance with Articles III and IV hereof.

Section 8. “Navigation Channel” shall mean that portion of each Canal that is not included within and Mooring Area.

Section 9. “Owner” shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 10. “Properties” shall mean that certain real property described in the Prior Declaration and further set out above in the preamble and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 11. “Subdivision Plat” shall mean the various sections of the map or plat of The Harbors recorded from time to time by Declarant in the Map Records of Nueces County, Texas.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 1. Subdivision Plat of the Properties. The Subdivision Plat dedicates for use as such, subject to the limitations as set forth therein, the streets and easements shown thereon, and further establishes certain restrictions applicable to the Properties, including without limitation certain minimum setback lines. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and

shall be constructed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying any part of the Properties, whether specifically referred to therein or not.

Section 2. Easements. Declarant reserves for the public use the easements and rights-of-way as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, and any other utility Declarant sees fit to install in, across, and/or under the Properties. Declarant 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 Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees, or servants, to fences, shrubbery, trees or flowers or any other property of the Owner of the land covered by said easements.

Section 3. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, storm and sanitary sewer, electric lighting, electric power, telephone, telegraph or other utility purposes. The owners of the respective Lots shall be deemed separately to own pipes, wires, conduits or other service lines running through their property which are utilized for or other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for use, maintenance and enjoyment of his Lot.

Section 4. Notice Regarding Adjoining Port of Corpus Christi Property. Each Owner of the respective Lots is advised that the Port of Corpus Christi (f/k/a Nueces County Navigation District No. 1) is the owner/lessor of all the land lying across the canal to the west of the Properties and that they are engaged in the business of leasing its said lands to industrial companies (for the benefit of the District and the Port of Corpus Christi and the City of Corpus Christi) which regularly create loud noises and use bright lights, all of which may be heard and/or seen across the canal separating the Properties and that of said District.

ARTICLE III

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No 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 not to exceed three (3) stories in height, plus a garage and carport if located underneath the dwelling. Each such dwelling on a Lot shall have an attached or detached garage for two (2) or more cars, but not more than (4) cars; provided that the Architectural Control Committee may, in its discretion, permit the construction of a carport on a Lot (in addition to a garage) and/or a garage for more than three (3) cars, such permission to be granted in writing as hereinafter provided. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or

trailers being placed on the Lots, or the use of the Lots for garage apartments, or apartment houses; and no Lot shall be used neither for business or professional purposes of any kind nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Architectural Control Committee.

Section 2. Minimum Square Footage within Improvements. The dwelling constructed on each lot shall have a minimum of fifteen hundred (1,500) square feet of livable area, exclusive of open porches and garages or carports. However, all improvements existing (not merely contemplated) as of the date of this amendment of a size greater than one thousand (1,000) square feet but less than fifteen hundred (1,500) square feet shall not be considered in violation of this restriction.

Section 3. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed parallel to and adjacent to the curb along the entire front of all lots.

Section 4. Mooring Area and Canals. No mooring, pier, dock, or other device for boating shall be installed or constructed, except within the Mooring Area (unless approved by the Architectural Control Committee) of a Lot and with the approval of the Architectural Control Committee in accordance with Article IV hereof. The Architectural Control Committee shall devise acceptable dock and pier specifications which shall be available to each Lot Owner upon request. No Owner shall remove, replace, alter, or repair any of the improvements to the Mooring Area of such Owner's Lot that the Association is to maintain pursuant to Article VII, Section 2, of this Amended Declaration, without the prior written consent of the Association. It shall be the obligation of each Owner to maintain all piers, docks and other mooring facilities in the Mooring Area of the Owner's Lot. Neither this Amended Declaration nor the Architectural Control Committee shall be deemed to have authorized the construction of a mooring, pier, dock, or other device where such construction is in violation of the laws, rules, or regulations of applicable governmental authorities. No structure or obstruction of any kind or character shall be constructed or allowed in or under any Navigation Channel. No part of the Properties, including the Mooring Areas, shall be used for purposes of commercial fishing or mooring of commercial fishing boats, shrimp boats or any commercial boats of any kind. No moored boat shall extend outside the Mooring Area except for the breadth thereof which may extend no more than ten (10) feet into the Navigation Canal when moored, unless otherwise approved by the Architectural Control Committee.

Section 5. Location of the Improvements upon the Lot. No structure shall be located on any Lot nearer to the front line or nearer the street side line than the minimum building setback line shown on the Subdivision Plat, or nearer than five (5) feet from either side line, provided that a structure may be placed on a side line if it is not located nearer than ten (10) feet from any structure on the adjoining lot and if the Architectural Control Committee has found that the owner of such Lot has an appropriate adjoining wall agreement with the Owner of the adjacent Lot or an appropriate agreement with the adjacent Lot Owner for an easement over such adjacent lot sufficient for the maintenance of the wall of the structure placed on such side Lot line. For the purposes of this

Section 5, eaves, steps, fireplaces, and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on any Lot to encroach upon another Lot or an easement. All gas and electrical meters shall be located behind the front plane of the house and on a side of the house not facing the street. Unless otherwise approved in writing by the Architectural Control Committee, each main residence building shall face the front building line.

Section 6. Composite Building Site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or re-divide such Lots or portions into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the Subdivision Plat. Any such resulting building site must have a frontage at the building set-back line of not less than the minimum footage of the Lots in the same block. Any resulting building sites shall be thereafter considered a single Lot.

Section 7. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be permitted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes on the Lots and the lighting effects utilized to display the model homes.

Section 8. Use of Temporary Structures. No structure of a temporary character, whether dock, pier, trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time; provided, however, that portable toilet facilities and dumpsters for building debris may be placed on a Lot during the construction of residences.

Section 9. Storage of Automobiles, Boats, Trailers and Other Vehicles. No motor vehicle or trailer may be parked or stored on any part of any Lot, easement, right-of-way, or Common Area or in any street, for a period greater than forty eight (48) hours unless such vehicle or trailer is inside a garage, carport, or other approved enclosure, except (1) passenger automobiles, passenger vans, motorcycles, pick-up trucks with attached-bed campers, that are in operating condition, having current license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of Texas and (2) recreational vehicles, trailers and motor coaches owned by the Owners of the Lot may be parked in the driveway for up to seven (7) days provided the Owner obtains a permit from the Association and the permit is posted in the window of the vehicle within view from the street. Except as provided in the previous sentence, non-motorized vehicle, trailer, recreational vehicle, hovercraft, aircraft, machinery or equipment of any kind may not be parked or stored on any part of any Lot, easement, right-of-way, or Common Area or in any street, unless such object is concealed from public view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in

use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

During the period seven (7) days prior to and up to thirty (30) days following a hurricane, Owners may park boats or travel trailers on any Lot whose Owner has provided written permission. If an Owner requires an additional extension of time, the Owner must submit a written request to The Harbors Homeowners' Association Board of Directors along with evidence that the Owner of the Lot upon which a boat or travel trailer is to be parked consents to the extension of time. If such request is made, the Board of Directors will provide an approval or disapproval to the Owner's request within seven (7) days following the Meeting of the Board of Directors at which a decision is made. Until a decision is made by the Board of Directors, the boat or travel trailer shall be allowed to remain parked.

No boat or other marine craft may be parked or stored on any part of any Lot, easement, right-of-way, or Common Area, except within the Mooring Area of such Lot or unless such boat or craft is inside a garage, carport, or other approved enclosure. Boats and trailers parked behind a 5 foot fence or gate constructed in accordance with Article III, Section 12, shall be deemed to be parked or stored in an approved enclosure.

No boats, houseboats or sailboats used for commercial purposes or as a residence shall be permitted to be placed upon any Lot (including the Mooring Area). All boats shall be for recreational purposes only and not for the pursuit of economic gain or as a living place in lieu of a permanent home. Further, no boat shall be allowed to extend beyond the Owner's lot line and into the adjoining Owner's Lot or Mooring Area unless the written consent of the adjoining Owner is obtained and filed with the Association stating the name of the boat, physical length of allowed encroachment and period of time granted for such encroachment.

Irrespective of anything else contained in this Amended Declaration, no houseboats are permitted on the Properties, on any Lot, in any part of the Mooring Area, or parked in the section of the canal owned by the Homeowner's Association. The Board of Directors of the Homeowners Association may fine property owners who own or lease dockage space for boats, sailboats, or houseboats that are in violation of this Amended Declaration or any Rules and Regulations promulgated by the Association. Violators may have their boats, sailboats or houseboats towed away at the Owners expense after a thirty (30) day notice to the Owner. The Association is only required to give notice to the Owner. A lien may be placed on the Owner's property for the cost of removal, any legal costs, and storage of the violator's boat, sailboat, or houseboat. The Board of Directors at their option, may assess a minimum \$50.00/ day fine on a property owner who refuses to comply with this Amended Declaration or any promulgated Rules and Regulations.

Section 10. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or

permitted upon any Lot.

Section 11. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No more than two of each type of pet (none to exceed 50 lbs in weight) will be permitted on each Lot. Any request for a variance on the weight limit of a pet must be requested from the Owner of the Lot prior to bringing a pet exceeding the weight limitation onto the Lot. For the purpose of this Section, “pet” does not include reptiles, farm animals, or pigs (including pot-bellied pigs). If common household pets are kept, they must be confined to a fenced backyard (such fence shall encompass the entire backyard) or within the house. When away from the Lot, pets must be on a leash at all times. It is the pet owner’s responsibility to keep the Lot clean and free of pet debris.

Section 12. Walls, Fences and Hedges.

No hedge, wall or fence in excess of five (5) Feet in height shall be erected or maintained nearer to the front Lot line than the plane of the front exterior wall of the residential structure on such Lot. No side or rear fence, wall, or hedge shall be more than six (6) feet high. All fences must be constructed of ornamental iron, wood, or masonry and no chain link fences shall be placed on any Lot, except to enclose a swimming pool, if such chain link fence is not visible from any street. If a valid Building Permit is secured from the City of Corpus Christi (or evidence from the City of Corpus Christi that the proposed fence, wall or hedges can be built absent a building permit), the Lot Owner may request a variance on the height of the fence, wall or hedge by submitting a site plan, description of construction and a copy of any applicable Building Permit to the Architectural Control Committee for approval prior to the commencement of construction. Notwithstanding the above, no fence on the front Lot line can exceed six (6) feet in height and no fence on the side or rear shall exceed eight (8) feet in Height.

All existing (not merely contemplated) walls, fences and hedges which do not comply with this amendment shall not be considered to be in violation of this amendment.

Section 13. Visual Obstruction at the Intersections of Public Streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots.

Section 14. Maintenance of Lots and Mooring Area. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner, edge curbs that run along the property lines, and shall in no event use any Lot or Mooring

Area for storage of materials and equipment except for normal residential and recreational boating requirements or incidental to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. No Lot, including the Mooring Area, or Canal shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept, except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. In the event an Owner or occupant of any Lot shall fail to perform the obligations set forth in this Section 14, the Association shall have the right, but not the obligation, upon three (3) days' prior written notice to said Owner, to enter upon said Lot to perform said obligations, and said Owner shall immediately pay to the Association all reasonable expenses incurred by the Association to perform said obligations. The Owners and occupants of all Lots shall at all times maintain in an attractive manner those portions of the Lot which are landscaped including both the front and backyard areas.

Section 15. Signs, Advertising, Billboards. Except for signs home sales/rentals, no sign, poster, advertisement or billboard or advertising structure of any kind other than a normal "For Sale"/"For Rent" sign not to exceed five (5) square feet in total size may be erected or maintained on any Lot. The Association will have the right to remove any sign, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising from such removal.

Section 16. Maximum Height of Antenna. No radio or television aerial wires or antenna shall be maintained on any portion of any Lot that is visible from the front side of said Lot; nor shall any antenna of any style be permitted to extend above the roof line of the main residential structure on said Lot nor be located (with the exception of satellite dishes which do not exceed five (5) square feet) behind back building line of said Lot. The homeowner may request a variance if he/she believes that an alternate location is required in order to receive an adequate signal.

Section 17. Mediterranean Design. All buildings erected on any Lot shall be of a Mediterranean style design. The buildings shall be constructed of stucco, stone or brick or materials that would be consistent with a Mediterranean Design. The Architectural Control Committee shall be solely responsible for determining whether or not proposed plans and specifications for any

contemplated home meet this design requirement. All decisions by the Architectural Control Committee shall be final and binding on all parties. All existing (not merely contemplated) buildings which do not comply with this amendment shall not be considered to be in violation of this amendment.

Section 18. Roof Requirements. All buildings erected on any Lots shall have red tile roofs. The tiles to be used in the construction of the roofs shall be of clay or cement type, or tile constructed of other material which, in the opinion of the Architectural Control Committee, is visually consistent in appearance with tile made of clay or cement. All existing (not merely contemplated) buildings which do not comply with this amendment shall not be considered to be in violation of this amendment.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No building shall be erected, placed, or altered on any Lot, including the Mooring Area within such Lot, until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee of The Harbors Homeowners' Association, Inc. A copy of the construction plans and specification and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specification and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive.

Section 2. Committee Membership. The Architectural Control Committee members shall be The Board of Directors of The Harbors Homeowners' Association, Inc. or their appointees. If appointees, their number shall be either three (3) or five (5) as determined by The Board of Directors of The Harbors Homeowners' Association, Inc. and shall serve a term of one year commencing on July 1st of each years. The address of the committee is P.O. Box 565, Portland, Texas 78374.

Section 3. Replacement. In the event of the death or resignation of any member or members of said committee, the Board of Directors shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans

submitted or to designate a representative with like authority.

Section 4. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Variances. Article III of this Amended Declaration contains a number of provisions wherein the Architectural Control Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Control Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, the alternate fence height approved or specifying the location, plans and specifications applicable to an approved carport), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's designated representative if one has been designated under the authority contained in Section 2 above). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, and/or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Amended Declaration shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Control Committee or, if it shall have succeeded to the authority of the Architectural Control Committee in the manner provided herein, the Board of Directors of the Association.

Section 6. Rules and Regulations. The Board of Directors of the Association may, from time to time, adopt additional rules and regulations governing the use of the Common Area, Mooring Area and Canals and the conduct of all residents and guests on the Properties. No action shall be taken by the Association or its Board which in any manner would discriminate against any Owner(s) in favor of the other Owners. The Board of Directors of the Association shall have full and final authority over the maintenance and regulation of use of the Common Area, Mooring Area and

Canals. The Board of Directors of the Association shall in its sole discretion decide whether or not a particular activity is a violation of the rules and regulations and their decision shall be final and binding on all parties affected thereby. Further, the Board of Directors of the Association shall have the right to adopt penalties to be assessed for any violation. The penalties shall be severe enough to act as a deterrent to future violations and any monetary penalties shall be considered an additional assessment which shall be a continuing lien against the violating Owner's Lot(s) and shall be the personal obligation of the Owner of the property at the time the assessment fell due.

ARTICLE V

COMMON AREA

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Navigation Channels and any other Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Lot, 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 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 members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot.

ARTICLE VI

THE HARBORS ASSOCIATION, INC.

Section 1. Membership and Voting Rights. Every Owner of a 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 Lot which is subject to assessment. The foregoing is not intended to include persons or entities that hold

an interest merely as security for the performance of an obligation.

Section 2. Non-Profit Corporation. The Harbor Homeowners' Association, Inc., a non-profit corporation, has been organized; and it shall be governed by the Articles of Incorporation of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 3. By-Laws. The Association may make whatever rules or bylaws it may choose to govern the organization; provided, however, that same are not in conflict with the terms and provisions hereof.

Section 4. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE VII

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any 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. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area. These common areas are the front walls and its landscaping and the center of the canals starting ten feet (10') out from the bulkheads except for lots facing Rincon A Navigational Channel which property lines extend out into the Channel forty nine feet (49') approximately. The maintenance of the bulkheads (seawalls) is the responsibility of the individual lot owner.

The responsibilities of the Association shall include, by way of example but without limitation, at its sole discretion, any and all of the following: maintenance and repair of the front walls, their water systems, electrical systems, planting areas and any and all other landscaping associated with said walls. The dredging of the canals to a depth as specified in the original

engineering designs or to that depth as may be established in the future by the Homeowners Association; construction and maintenance of any other public areas, if any; construction, purchase and/or operating expenses of the Common Area; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing security and mosquito control services, if desired; caring for vacant Lots; and doing any other things necessary or desirable in the opinion of the Association to keep the Properties neat and in good order, or which is considered of general benefit to the Owners or occupants of the Properties. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3. Maximum Annual Assessment. Until January 1, 1995, the maximum annual assessment shall be \$96.00 per Unimproved Lot and \$276.00 per Improved Lot. From and after January 1, 1995, the maximum annual assessment may be increased each year by an amount equal to five percent (5%) of the maximum assessment for the previous year; any greater increase in the maximum annual assessment shall require a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. 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.

Section 4. Special Assessment 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 or Mooring Areas, including fixtures and personal property related thereto; provided that any such assessment shall require a vote of a two-thirds (2/3) of members who are voting in person or by proxy, at a 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 and 4 shall be sent to all members not less than 30 days or more than 60 days in advance of meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Certificate. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by Declarant to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of twelve percent (12%) per annum or the maximum non-usurious contract rate of interest the Association may charge the Owner under applicable law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. 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.

Section 9. Subordination of the Lien to Mortgages. To secure the payment of the maintenance fund and all annual and special assessments established hereby and to be levied on individual residential Lots, there is hereby reserved in each Deed (whether specifically stated therein or not) by which Declarant shall convey such lots, a Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceeding at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of Declarant and the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such lot to the extent of any such maintenance fund charge or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding by the Association to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, and shall contain a statement of the delinquent maintenance charges or annual or special assessments upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligations to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. No sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Term; Amendment. The covenants and restrictions of this Amended Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. The terms and provisions of this Amended Declaration may be amended at any time when an instrument setting forth said changes and signed by a majority of the Owners is placed on record in the real property records of Nueces County, Texas.

Section 2. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of members of the Association.

Section 3. Enforcement. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violations. Failure by the Association or 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.

Section 4. Conflict. In the event of any conflict between the Articles of Incorporation or the By-Laws of the Association and this Amended Declaration, this Amended Declaration shall control.

Section 5. Severability. Invalidation of any of these covenants by judgment or other court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being a representative of the Owners of the majority of the Lots within the Properties, by and through its duly authorized officer executed this document to be effective this 28th day of July, 2014.

THE HARBORS HOMEOWNERS' ASSOCIATION

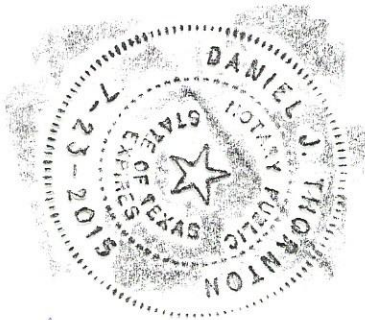
By: Michelle Weston
_____, Secretary

THE STATE OF TEXAS *
COUNTY OF NUECES *

This instrument was acknowledged before me on this 28th day of July, 2014, by Michelle Weston, Secretary of **THE HARBORS HOMEOWNER' ASSOCIATION**, a Texas Corporation, on behalf of said corporation.

Daniel J. Thornton

Notary Public, State of Texas



Return to:
Michelle Weston
729 Schooner Harbor
Corpus Christi TX 78402

Doct 2014028754
Pages 17
07/28/2014 2:00PM
Official Records of
NUECES COUNTY
DIANA T. BARRERA
COUNTY CLERK
Fees \$79.00

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

STATE OF TEXAS
COUNTY OF NUECES

I hereby certify that this instrument was FILED in file number sequence on the date and at the time stamped herein by me, and was duly RECORDED in the Official Public Records of Nueces County, Texas
Diana T. Barrera



Diana T. Barrera