



**City of Rockport**  
**PLANNING AND ZONING COMMISSION REGULAR**  
**MEETING AGENDA**  
**MONDAY, MARCH 17, 2025 - 5:30 PM**  
**ROCKPORT SERVICE CENTER**  
**2751 STATE HIGHWAY 35 BYPASS**  
**ROCKPORT, TEXAS 78382**

---

Notice is hereby given that the Rockport Planning and Zoning Commission will hold a Regular Meeting on Monday, March 17, 2025, at 5:30 PM. The meeting will be held in person at the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas. The live stream link to view the meeting is <https://rockporttx.portal.civicclerk.com/>.

Public participation is valued and citizens wishing to express their views on agenda items can electronically submit a citizen participation form in order to register to speak by going to <https://rockporttx.gov/MyAccount/?from=Url&url=%2FFormCenter%2FCitizen-Participation-Form-7%2FBoard-and-Commission-Comment-Participati-56>. Using the same form, citizens can also provide written comments to the Community Planner by 4:00 p.m. on the day of the meeting. The Chair will read the comments, and they will be summarized in the minutes of the meeting.

---

**I. Opening Agenda**

1. Call meeting to order. ()

**II. Public Hearing**

2. Conduct a Public Hearing to consider a request for a Conditional Use Permit (CUP) for the property located at 1701 Sixteenth St; also known as Pt of Lot 81, Block 250, Swickheimer Subdivision, currently zoned R-1 (1st Single Family Dwelling District) ()
3. Conduct a Public Hearing to consider the Final Plat of The Oasis, PUD located at 2121, 2101, and 2111 FM 3036; also known as Oasis Blk 1, Lot 1, 7.572 Acres, Fulton Outlots, PT of Lot 122, acres 2.1812, Fulton Outlots, Pt of OL 122, acres 0.344, City of Rockport, Aransas County, Texas. ()

**III. Regular Agenda**

4. Deliberate and act on approval of the regular meeting minutes of March 3, 2025. ()
5. Deliberate and act to consider a request for a Conditional Use Permit (CUP) for the property located at 1701 Sixteenth St; also known as Pt of Lot 81, Block 250, Swickheimer Subdivision, currently zoned R-1 (1st Single Family Dwelling District) ()
6. Deliberate and act to consider the Final Plat of The Oasis, PUD located at 2121, 2101, and 2111 FM 3036; also known as Oasis Blk 1, Lot 1, 7.572 Acres, Fulton Outlots, PT of Lot 122, acres 2.1812, Fulton Outlots, Pt of OL 122, acres 0.344, City of Rockport, Aransas County, Texas. ()
7. Adjourn ()

### CERTIFICATION

I certify that the above notice of the meeting was posted on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas on March 13, at 2:00 pm and on the City's website at [www.cityofrockport.com](http://www.cityofrockport.com). I further certify that the following news media were properly notified of this meeting as stated above: The Rockport Pilot and Corpus Christi Caller Times.

A handwritten signature in black ink that reads "Carey Dietrich". The signature is written in a cursive style with a large, stylized 'C' at the beginning.

Carey Dietrich  
Director Building & Development

---

## PLANNING & ZONING COMMISSION AGENDA

---

Notice is hereby given that the Rockport Planning & Zoning Commission will hold a meeting on Monday, March 17, 2025, at 5:30 p.m. The meeting will be held in person at the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas. Members of the public can view the meeting via live stream at <https://www.youtube.com/@rockporttxgov>

Public participation is valued and citizens wishing to express their views on agenda items can electronically submit a citizen participation form in order to register to speak by going to <https://rockporttx.gov/MyAccount/?from=Url&url=%2FFormCenter%2FCitizen-Participation-Form-7%2FBoard-and-Commission-Comment-Participati-56>

Using the same form, citizens can also provide written comments to the Community Planner by 4:00 p.m. on the day of the meeting. The Chair will read the comments and they will be summarized in the minutes of the meeting.

The matters to be discussed and acted upon are as follows:

### **Opening Agenda**

---

1. Call meeting to order.

### **Public Hearing**

---

2. Conduct a Public Hearing to consider a request for a Conditional Use Permit (CUP) for the property located at 1701 Sixteenth St; also known as Pt of Lot 81, Block 250, Swickheimer Subdivision, currently zoned R-1 (1st Single Family Dwelling District)
3. Conduct a Public Hearing to consider the Final Plat of The Oasis, PUD located at 2121, 2101, and 2111 FM 3036; also known as Oasis Blk 1, Lot 1, 7.572 Acres, Fulton Outlots, PT of Lot 122, acres 2.1812, Fulton Outlots, Pt of OL 122, acres 0.344, City of Rockport, Aransas County, Texas.

### **Regular Agenda**

---

4. Deliberate and act on approval of the regular meeting minutes of March 3, 2025.
5. Deliberate and act to consider a request for a Conditional Use Permit (CUP) for the property located at 1701 Sixteenth St; also known as Pt of Lot 81, Block 250, Swickheimer Subdivision, currently zoned R-1 (1st Single Family Dwelling District)
6. Deliberate and act to consider the Final Plat of The Oasis, PUD located at 2121, 2101, and 2111 FM 3036; also known as Oasis Blk 1, Lot 1, 7.572 Acres, Fulton Outlots, PT of Lot 122, acres 2.1812, Fulton Outlots, Pt of OL 122, acres 0.344, City of Rockport, Aransas County, Texas.
7. Adjourn

### **Special Accommodations**

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (361) 729-2213, ext. 225 or FAX (361) 790-5966 or email [citysec@cityofrockport.com](mailto:citysec@cityofrockport.com) for further information. Braille is not available. The City of Rockport reserves the right to convene into executive session under Government Code §§ 551.071-551.074 and 551.086.

In accordance with the requirements of Texas Government Code Section 551.127, a member of the governing body may participate in this meeting from a remote location. A quorum of the governing body as well as the presiding

officer shall be physically present at the above posted location, which shall be open to the public. Those participating remotely shall be visible and audible to the public for all open portions of the meeting. A member of a governmental body who participates in a meeting remotely as provided by law, shall be counted as present at the meeting for all purposes.

**Certification**

I certify that the above notice of meeting was posted on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas on Thursday, March 13, 2025, before 5:00pm and on the City's website at [www.cityofrockport.com](http://www.cityofrockport.com). I further certify that the following News Media were properly notified of this meeting as stated above: *The Rockport Pilot* and *Corpus Christi Caller Times*.

A handwritten signature in black ink that reads "Carey Dietrich". The signature is written in a cursive, flowing style.

Carey Dietrich,  
Director Building & Development



---

**PUBLIC HEARING**  
Planning & Zoning Commission  
and City Council

**NOTICE** is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, March 17, 2025, at 5:30 p.m. and the Rockport City Council will hold a Public Hearing on Tuesday, March 25, 2025, at 6:30 p.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider a request for a Conditional Use Permit (CUP) for the property located at 1701 Sixteenth St; also known as Pt of Lot 81, Block 250, Swickheimer Subdivision, currently zoned R-1 (1<sup>st</sup> Single Family Dwelling District)

Members of the public can view the meeting remotely via live stream at the address that will be provided on the Planning & Zoning Commission Agenda of March 17, 2025, and the City Council Agenda of March 25, 2025, and posted on the City's website [www.cityofrockport.com](http://www.cityofrockport.com).

Public participation is valued and citizens wishing to express their views during the Public Hearing can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockporttx.gov/MyAccount/?from=Url&url=%2FFormCenter%2FCitizen-Participation-Form-7%2FBoard-and-Commission-Comment-Participati-56> or if attending the meeting in person register at the meeting before the meeting begins. Using the same form, citizens can also provide written comments to the City Planner by 3:00 p.m. on the day of the Planning & Zoning Commission meeting or to the City Secretary by 4:00 p.m. on the day of the City Council meeting. The comments will be read and summarized in the minutes of the meeting.

The City encourages citizens to participate and make their views known at the Public Hearings. For further information on this request, please contact the Building Department at (361) 790-1125.

**POSTED** the 20<sup>th</sup> day of February, 2025 on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and on the website [www.cityofrockport.com](http://www.cityofrockport.com).

**PUBLISHED** in *The Rockport Pilot* in the Thursday, February 20, 2025, Edition, in accordance with the City of Rockport Code of Ordinances.

**CITY OF ROCKPORT, TEXAS**

Carey Dietrich, Director Building & Development



**PROPERTY ADDRESS/LOCATION**  
 1701 16<sup>th</sup> St

**APPLICANT/PROPERTY OWNER**  
 Gerard B Cooper, Registered Agent for 1701 16<sup>th</sup> St, LLC, Owner

**PUBLIC HEARING DATE**  
 P&Z – Monday, March 17, 2025  
 CC – Tuesday, March 25, 2025

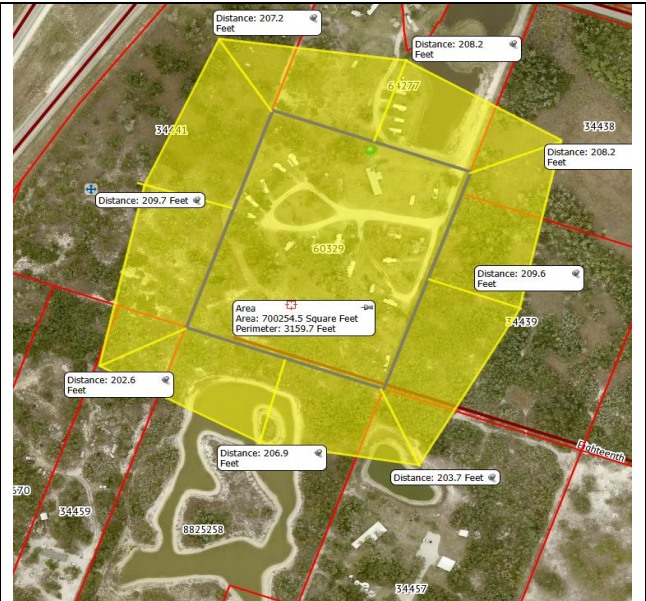
**P&Z DATE**  
 P&Z – Monday, March 17, 2025

**CITY COUNCIL DATE(S)**  
 1<sup>st</sup> Reading – Tuesday, March 25, 2025  
 2<sup>nd</sup> Reading – Tuesday, April 8, 2025,

**BRIEF SUMMARY OF REQUEST**

Property owner, 1701 16<sup>th</sup> St, LLC represented by Gerard Cooper is requested a Conditional Use Permit (CUP) in order to expand the RV park and add 23 spaces and new clubhouse and bring the existing into compliance with the RV Park Ordinance.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, February 20, 2025 edition and mailed out to ten (10) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at this time.



MAP SOURCE: Pictometry

| EXISTING ZONING                                      | EXISTING LAND USE                       | SURROUNDING ZONING & LAND USE                                                                                                                                                                                                                       | SITE IMPROVEMENTS              | SIZE OF PROPERTY            |
|------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------|
| R1 – 1 <sup>st</sup> Single Family Dwelling District | 3.5 acres utilized for existing RV Park | <b>N</b> – R1 (1 <sup>st</sup> Single Family Dwelling District)<br><b>S</b> – R1 (1 <sup>st</sup> Single Family Dwelling District)<br><b>E</b> – R1 (1 <sup>st</sup> Single Family Dwelling District)<br><b>W</b> – B1 –(General Business District) | 20 RV Sites and interior roads | 5.55 Acres<br>241,758 sq ft |

**STAFF RECOMMENDATION**

| APPROVE                                                                                                       | APPROVE WITH CONDITIONS                                                                                                                                                                                                        | DENY |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <b>COMPATIBILITY with the ZONING ORDINANCE</b><br><br>The Current Future Land Use Map suggests Commercial Use | <b>PROPERTY HISTORY</b><br>The existing RV Park consists of 19 RV sites and one (1) mobile home site.<br><br>The property accesses 16 <sup>th</sup> Street by way of the 30' ingress/egress easement that is filed for record. |      |

**ATTACHMENTS**  
 (CIRCLE)

SUBMITTED PLANS

**PUBLIC HEARING PETITION, APPLICATION FORM**

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

**OTHER (DESCRIBE)**



## Franchise Tax Account Status

As of : 03/12/2025 07:50:28

This summary page is designed to satisfy standard business needs. If you need to reinstate or terminate a business with the Texas Secretary of State, you must obtain a certificate specific to that purpose.

| 1701 16TH ST, LLC                                                        |                                         |
|--------------------------------------------------------------------------|-----------------------------------------|
| <b>Texas Taxpayer Number</b>                                             | 32097924529                             |
| <b>Mailing Address</b>                                                   | 424 TAMARACK LN ABINGTON, MA 02351-4033 |
| <b>Right to Transact Business in Texas</b>                               | ACTIVE                                  |
| <b>State of Formation</b>                                                | TX                                      |
| <b>SOS Registration Status</b><br>(SOS status updated each business day) | ACTIVE                                  |
| <b>Effective SOS Registration Date</b>                                   | 12/11/2024                              |
| <b>Texas SOS File Number</b>                                             | 0805816092                              |
| <b>Registered Agent Name</b>                                             | GERARD B COOPER                         |
| <b>Registered Office Street Address</b>                                  | 1701 16TH STREET ROCKPORT, TX 78382     |



---

## PUBLIC HEARING

### Planning & Zoning Commission

**NOTICE** is hereby given that the Planning & Zoning Commission will hold a Public Hearing on Monday, March 17, 2025, at 5:30 p.m. at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider the Final Plat of The Oasis, PUD located at 2121, 2101, and 2111 FM 3036; also known as Oasis Blk 1, Lot 1, 7.572 Acres, Fulton Outlots, PT of Lot 122, acres 2.1812, Fulton Outlots, Pt of OL 122, acres 0.344, City of Rockport, Aransas County, Texas.

Members of the public can view the meeting remotely via live stream at the address that will be provided on the Planning & Zoning Commission Agenda of March 17, 2025, and posted on the City's website [www.cityofrockport.com](http://www.cityofrockport.com).

Public participation is valued and citizens wishing to express their views during the Public Hearing can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockporttx.gov/MyAccount/?from=Url&url=%2FFormCenter%2FCitizen-Participation-Form-7%2FBoard-and-Commission-Comment-Participati-56> Using the same form, citizens can also provide written comments to the City Planner by 3:00 p.m. on the day of the Planning & Zoning Commission meeting. The comments will be read and summarized in the minutes of the meeting.

The City encourages citizens to participate and make their views known at the Public Hearings. For further information on this request, please contact the Building Department at (361) 790-1125.

**POSTED** the 27<sup>th</sup> day of February, 2025 on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and on the website [www.cityofrockport.com](http://www.cityofrockport.com).

**PUBLISHED** in *The Rockport Pilot* in the Thursday, February 27, 2025, Edition, in accordance with the City of Rockport Code of Ordinances.

**CITY OF ROCKPORT, TEXAS**

*Carey Dietrich*  
Carey Dietrich, Director Building & Development



**PROPERTY ADDRESS/LOCATION**  
 2101, 2111, and 2121 FM 3036

**APPLICANT/PROPERTY OWNER**  
 Don Buttrum, Owner

**PUBLIC HEARING DATE**  
 P&Z – Monday, March 17, 2025  
 CC – N/A

**P&Z DATE**  
 P&Z – Monday, March 17, 2025

**CITY COUNCIL DATE(S)**  
 1<sup>st</sup> Reading – N/A  
 2<sup>nd</sup> Reading – N/A

**BRIEF SUMMARY OF REQUEST**

Property owner, Don Buttrum, has filed for the Final Plat of the Oasis Resort PUD. The PUD zoning was approved by City Council on January 28, 2025 and the Oasis is an existing development.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, February 27, 2025 edition and mailed out to twenty three (23) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at this time.



MAP SOURCE: Pictometry

| EXISTING ZONING               | EXISTING LAND USE                       | SURROUNDING ZONING & LAND USE                                                                                                                                                                             | SITE IMPROVEMENTS                                   | SIZE OF PROPERTY                                            |
|-------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------|
| B1 –General Business District | Oasis Cottages, Storage, and commercial | <b>N</b> – R2 (2 <sup>nd</sup> Single Family Dwelling District)<br><b>S</b> – B1 –(General Business District)<br><b>E</b> – B1 –(General Business District)<br><b>W</b> – B1 –(General Business District) | Oasis Resort / Dog Grooming Business / Boat Storage | 10.098 Acres<br>439,833 sq ft<br>Lot Size:<br>400' X 1,100' |

**STAFF RECOMMENDATION**

| APPROVE                                                                                                       | APPROVE WITH CONDITIONS                                                                                                                                                                                                    | DENY |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <b>COMPATIBILITY with the ZONING ORDINANCE</b><br><br>The Current Future Land Use Map suggests Commercial Use | <b>PROPERTY HISTORY</b><br><br>The Oasis Resort completed construction in 2023 but the owners would like to sell each cottage individually so an HOA was formed and the PUD zoning approved allowing for the smaller lots. |      |

**ATTACHMENTS**  
 (CIRCLE)

SUBMITTED PLANS

**PUBLIC HEARING PETITION APPLICATION FORM**

LEGAL NOTICE

LEGAL DESCRIPTION

**OTHER** (DESCRIBE)

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

## PLANNING AND ZONING COMMISSION MINUTES

On this the 3<sup>rd</sup> day of March 2025, the Planning and Zoning Commission held a Meeting at 5:30 p.m., at Rockport Service Center, 2751 SH 35 Bypass, Rockport, Texas and notice of meeting giving time, date and subject having been posted as described in V.T.C.A., Government Code § 551.041.

### Members Present

Ruth Davis - Chair  
Warren Hassinger – Vice Chair  
Kim Hesley – Secretary  
Ric Young  
Rocky Gudim  
Tom Blazek

### Members Absent

Josh Dowling

### Staff Members Present

Carey Dietrich, Director Bldg. & Dev.  
Belinda Garcia, Administrative Coordinator  
Stacy Cantu, Bldg. & Dev Planning Technician  
Finn Klanica, Desktop Support Technician

### Guest(s) Present

One (1)

### Open Meeting

1. Meeting called to order at 5:30 p.m.

### Public Hearing

**Open 5:30pm.**

2. Conduct a Public Hearing to consider a request to rezone the property located at 1859 Fm 2165; also known as 35.8 acres out of Tracts 1,2,3,22 & 23, C H Moore Subdivision to R-2 (2nd Single Family District), currently zoned R-1 (1<sup>st</sup> Single Family Dwelling.)

**Brandi Karl spoke. Community Planner Carey Dietrich spoke.**

### Regular Agenda

**Close Public Hearing and Open Regular Meeting 5:34 pm.**

3. Deliberate and act on approval of the regular meeting minutes of February 17, 2025.

**Motion:** Vice-Chair Hassinger made a motion to approve the February 17, 2025, minutes as presented. Secretary Hesley seconded. **Motion Passed Unanimously.**

4. Deliberate and act on a request to rezone the property located at 1859 Fm 2165; also known as 35.8 acres out of Tracts 1,2,3,22 & 23, C H Moore Subdivision to R-2 (2<sup>nd</sup> Single Family Dwelling District), currently zoned R-1 (1<sup>st</sup> Single Family Dwelling.)

**Motion:** Vice Chair Hassinger made a motion to recommend Approval on the rezone. Member Young seconded.

**Motion Passed Unanimously.**

5. Adjournment 5:46 pm

**Motion:** Member Young made a motion to adjourn. Chair Davis seconded.  
**Motion passed unanimously.**

Prepared by:

Approved by:

---

Belinda Garcia Administrator Coordinator

---

Ruth Davis, Chair

---

Kim Hesley, Secretary

## **PLANNING & ZONING COMMISSION AGENDA**

### **Regular Meeting: Monday, March 17, 2025**

---

**AGENDA ITEM: 5**

Deliberate and act to consider a request for a Conditional Use Permit (CUP) for the property located at 1701 Sixteenth St; also known as Pt of Lot 81, Block 250, Swickheimer Subdivision, currently zoned R-1 (1st Single Family Dwelling District)

**SUBMITTED BY:** Director Bldg & Development / Community Planner - Carey Dietrich

---

**BACKGROUND:** Property owner, 1701 16th St, LLC represented by Gerard Cooper is requesting a Conditional Use Permit (CUP) in order to expand the RV park and add 23 spaces and new clubhouse and bring the existing into compliance with the RV Park Ordinance.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, February 20, 2025 edition and mailed out to ten (10) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at this time.

Please see the accompanying zoning change request application and Section 118-23 of the Code of Ordinances for detail information.

---

**FISCAL ANALYSIS:** N/A

---

**RECOMMENDATION:** Staff recommends approval of a request for a Conditional Use Permit (CUP) for the property located at 1701 Sixteenth St; also known as Pt of Lot 81, Block 250, Swickheimer Subdivision, currently zoned R-1 (1st Single Family Dwelling District)



**CITY OF ROCKPORT**  
**ZONING AND LAND DEVELOPMENT APPLICATION**

INSTRUCTION: Please fill out completely. If more space is needed, attach additional pages. Please print or use typewriter.

- A. REQUESTING: Rezoning [ ☐ ] Conditional Permit [ ☒ ]  
Planned Unit Development (P.U.D.) by Conditional Permit [ ☐ ]

B. ADDRESS AND LOCATION OF PROPERTY \_\_\_\_\_  
1701 16<sup>TH</sup> ST Rockport, Texas 78382

C. CURRENT ZONING OF PROPERTY: \_\_\_\_\_

D. PRESENT USE OF PROPERTY: RV PARK

E. ZONING DISTRICT REQUESTED: \_\_\_\_\_

F. CONDITIONAL USE REQUESTED: \_\_\_\_\_

G. LEGAL DESCRIPTION: (Fill in the one that applies)

- Lot or Tract Swickheimer, Block 250 Block 250  
Lot 81, PT of, Serial # AH02004673A, TITLE # Q1231709
- Tract \_\_\_\_\_ of the \_\_\_\_\_  
Survey as per metes and bounds (field notes attached) Acres 5.55
- If other, attach copy of survey or legal description from the Records of  
Aransas County or Appraisal District.

H. NAME OF PROPOSED DEVELOPMENT (if applicable) \_\_\_\_\_  
Sleepy Hollow RV Park

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 5.5 ACRES

J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:  
(Please be specific)

EXPANDING RV PARK ON TO  
2 ACRES OF THE 5.5 ACRES THAT  
ARE UNDEVELOPED.  
3.5 ACRES ARE PRESENTLY DEVELOPED

K. OWNER'S NAME: (Please print) 1701 16<sup>TH</sup> ST LLC  
ADDRESS: 1701 16<sup>TH</sup> ST  
CITY, STATE, ZIP CODE: ROCKPORT, TEXAS 78382  
PHONE NO 781 291 0183

L. REPRESENTATIVE: (If Other Than Owner) GERARD COOPER  
ADDRESS: 1701 16<sup>TH</sup> ST  
CITY, STATE, ZIP CODE: ROCKPORT, TEXAS  
PHONE NO (781) 291, 0183  
RYAN ROSE (617) 669 9749

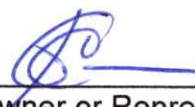
**NOTE:** Do you have property owner's permission for this request?  
YES ✓ NO       

M. FILING FEE:

|                          |                             |
|--------------------------|-----------------------------|
| REZONING                 | \$150.00 + \$10.00 PER ACRE |
| PLANNED UNIT DEVELOPMENT | \$200.00 + \$10.00 PER ACRE |
| P.U.D. REVISION          | \$200.00 + \$10.00 PER ACRE |
| * CONDITIONAL PERMIT     | \$150.00 + \$10.00 PER ACRE |

**(Make check payable to the City of Rockport)**

- Submit application and filing fee to the Department of Building & Development, City of Rockport; 2751 S.H. 35 Bypass, Rockport, Texas 78382.

Signed:   
(Owner or Representative)

**(FOR CITY USE)**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Fees Paid: \$ \_\_\_\_\_

Submitted Information (\_\_\_\_ accepted) (\_\_\_\_ rejected) by: \_\_\_\_\_

If rejected, reasons why: \_\_\_\_\_

Receipt No. \_\_\_\_\_

6 acres  
x 10  
60  
1.50  
\$210 due



Property ID: 60329 For Year



2024 Appraisal Notice

View Map

Print

### Property Details

#### Account

|               |       |                |                  |
|---------------|-------|----------------|------------------|
| Property ID:  | 60329 | Geographic ID: | 5925-250-081-005 |
| Type:         | R     | Zoning:        |                  |
| Property Use: |       | Condo:         |                  |

#### Location

|                |                                      |         |  |
|----------------|--------------------------------------|---------|--|
| Situs Address: | 1701 SIXTEENTH ST ROCKPORT, TX 78382 |         |  |
| Map ID:        | A-2                                  | Mapsco: |  |

|                    |                                                                                                                                         |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Legal Description: | Swickheimer, BLOCK 250, Lot 81, PT OF , SERIAL # AH02004673A, TITLE # 01231769, LABEL # PFS0614865, ACRES 5.55, MODEL AMERICAN HOMESTAR |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------|

|                       |       |
|-----------------------|-------|
| Abstract/Subdivision: | S5925 |
|-----------------------|-------|

|               |                                  |
|---------------|----------------------------------|
| Neighborhood: | (MHRV-PARK) MOBILE HOME RV PARKS |
|---------------|----------------------------------|

#### Owner

|                  |                                                          |
|------------------|----------------------------------------------------------|
| Owner ID:        | 136167                                                   |
| Name:            | GANN ALAN JOE JR & GANN CHRISTOPHER P                    |
| Agent:           |                                                          |
| Mailing Address: | 111 CRAZY HORSE<br>SANDIA, TX 78383-4109                 |
| % Ownership:     | 100.0%                                                   |
| Exemptions:      | For privacy reasons not all exemptions are shown online. |

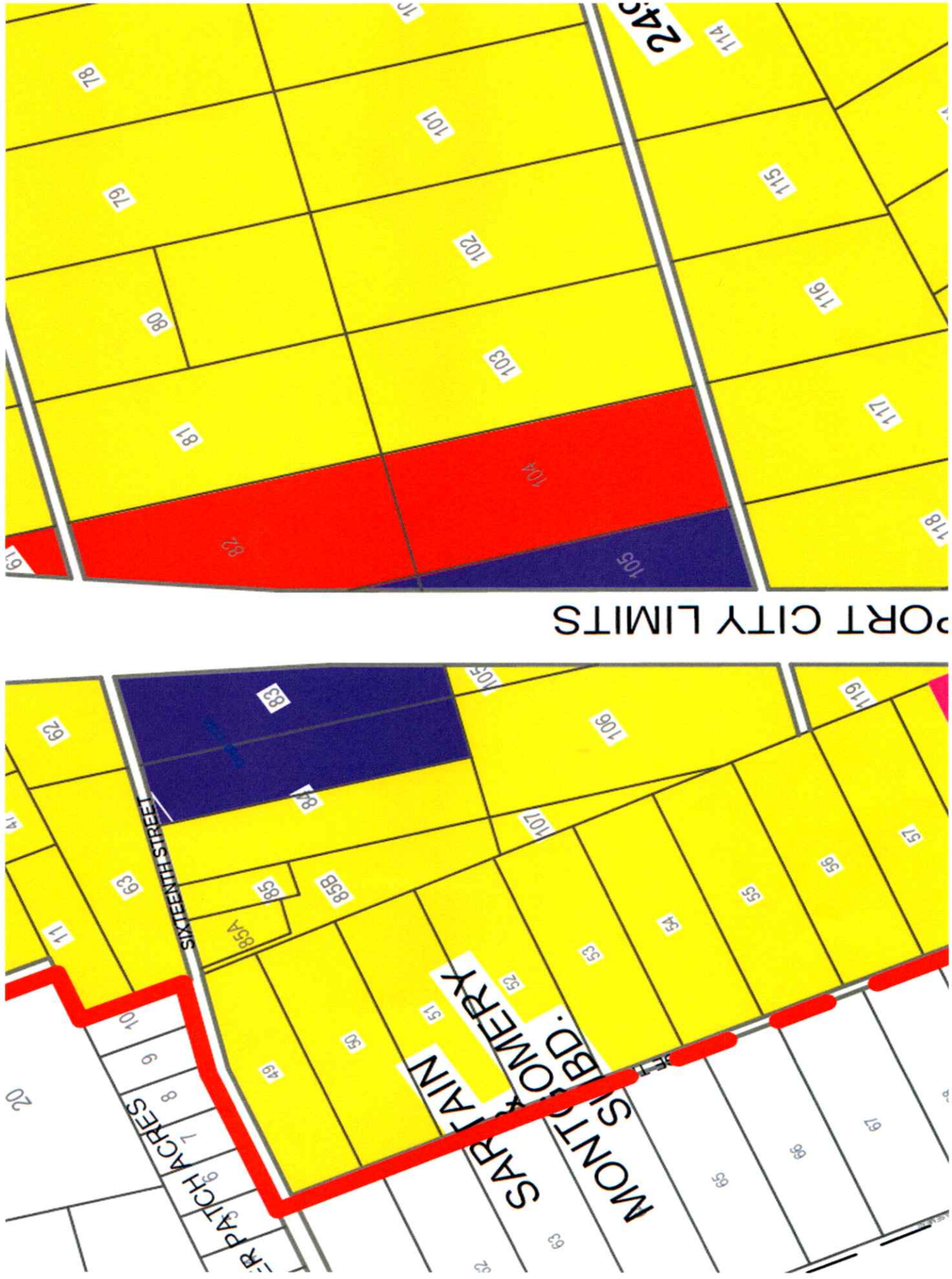
### Property Values

|                                 |               |
|---------------------------------|---------------|
| Improvement Homesite Value:     | \$0 (+)       |
| Improvement Non-Homesite Value: | \$151,320 (+) |
| Land Homesite Value:            | \$0 (+)       |
| Land Non-Homesite Value:        | \$149,850 (+) |
| Agricultural Market Valuation:  | \$0 (+)       |
| Market Value:                   | \$301,170 (=) |
| Agricultural Value Loss:        | \$0 (-)       |
| Appraised Value:                | \$301,170 (=) |
| HS Cap Loss:                    | \$0 (-)       |
| Circuit Breaker:                | \$0 (-)       |
| Assessed Value:                 | \$301,170     |
| Ag Use Value:                   | \$0           |

Information provided for research purposes only.  
Legal descriptions and acreage amounts are for  
Appraisal District use only and should be verified  
prior to using for legal purpose and or documents.  
Please contact the Appraisal District to verify all  
information for accuracy.

| <b>Property ID</b> | <b>Property Owner</b>         | <b>Situs Address</b>           | <b>Mailing Address</b>    | <b>City</b> | <b>State</b> | <b>ZIP</b> |
|--------------------|-------------------------------|--------------------------------|---------------------------|-------------|--------------|------------|
| 60329              | 1701 16th st, LLC. / Gerard C | 1701 16th st                   | 1701 16th st              | Rockport    | TX           | 78382      |
| 60329              | Alan and Christopher Gann     | 1701 Sixteenth st              | 111 Crazy Horse           | Sandia      | TX           | 78383      |
| 34439              | Siriwan Wallace               | 1623-R Sixteenth st            | 9726 Woodland Hills       | San Anton   | TX           | 78250      |
| 34457              | John and Patti Hamm           | 1620 Eighteenth st             | 1120 W Market st          | Rockport    | TX           | 78382      |
| 8825258            | Robby Varner                  | 1688 Eighteenth st             | 1702 18th st              | Rockport    | TX           | 78382      |
| 34459              | Matthew and Stacy Lassiter    | 1708 Eighteenth st             | PO Box 2064               | Fulton      | TX           | 78358      |
| 8823670            | Matthew and Christina Deray   | 1712 Eighteenth st             | 2161 Capeheart st         | Ingelside   | TX           | 78362      |
| 34441              | Laura Chavana                 | 1709 Sixteenth st              | PO Box 654                | Rockport    | TX           | 78381      |
| 64277              | Reynaldo and Nadia Rodrigue   | 1707 Sixteenth st              | 22465 US HWY 281 S        | San Anton   | TX           | 78264      |
| 34438              | Puckpol Chutakanonta          | 1621 Sixteenth st              | 2142 W Cullom Ave, APT 1W | Chicago     | IL           | 60618      |
|                    | Josh Dowling                  | Planning and Zoning Commission | 102 N Santa Clara Drive   | Rockport    | TX           | 78382      |
|                    | Rocky Gudim                   | Planning and Zoning Commission | 1016 S. Magnolia St.      | Rockport    | TX           | 78382      |
|                    | Ruth Davis                    | Planning and Zoning Commission | P.O. Box 706              | Fulton      | TX           | 78358      |
|                    | Ric Young                     | Planning and Zoning Commission | 123 Royal Oaks Dr         | Rockport    | TX           | 78382      |
|                    | Kim Hesley                    | Planning and Zoning Commission | 2003 Tule Park Drive      | Rockport    | TX           | 78382      |
|                    | Warren Hassinger              | Planning and Zoning Commission | 2517 Turkey Neck Circle   | Rockport    | TX           | 78382      |
|                    | Thomas Blazek                 | Planning and Zoning Commission | 102 St Andrews St         | Rockport    | TX           | 78382      |

**Zoning Map - 1701 Sixteenth st. - Swickheimer, BLOCK 250, Lot 81, PT OF , SERIAL # AH02004673A, TITLE # 01231769, LABEL # PFS0614865, ACRES 5.55, MODEL AMERICAN HOMESTAR**



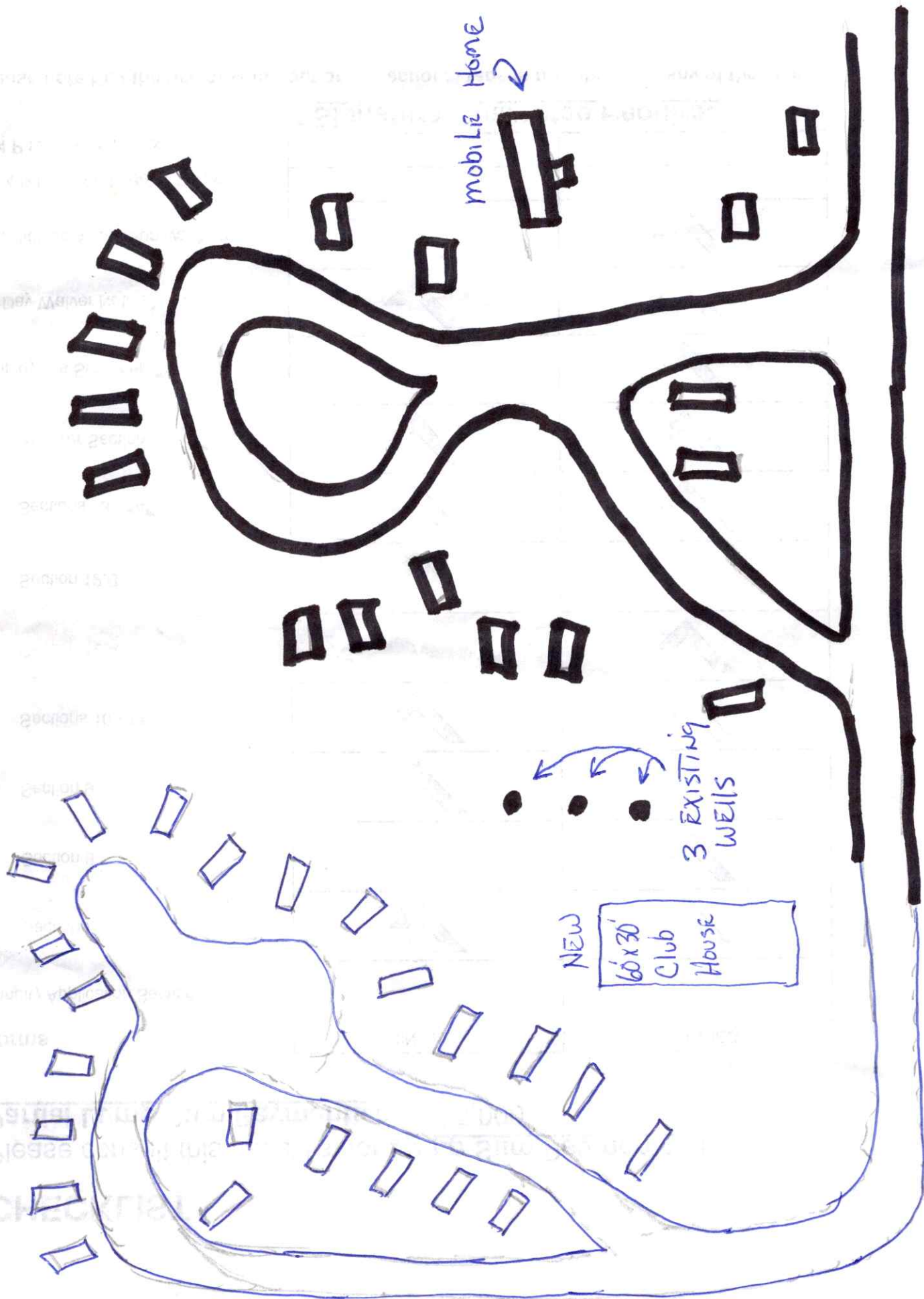


CRT CITY LIMITS



# EXISTING ROADS + RV SITES

## PROPOSED NEW ROADS AND RV SITES



**PLANNING & ZONING COMMISSION**  
**Regular Meeting: Monday, March 17, 2025**

---

**AGENDA ITEM: 6**

Deliberate and act to consider the Final Plat of The Oasis, PUD located at 2121, 2101, and 2111 FM 3036; also known as Oasis Blk 1, Lot 1, 7.572 Acres, Fulton Outlots, PT of Lot 122, acres 2.1812, Fulton Outlots, Pt of OL 122, acres 0.344, City of Rockport, Aransas County, Texas.

**SUBMITTED BY:** Carey Dietrich- Director Building & Development/ Community Planner

---

**BACKGROUND:** Property owner, Don Buttrum, has filed for the Final Plat of the Oasis Resort PUD. The PUD zoning was approved by City Council on January 28, 2025 and the Oasis is an existing development.

A public notice regarding this item was published in The Rockport Pilot in the Thursday, February 27, 2025 edition and mailed out to twenty three (23) property owners within a 200-foot radius of the property. No letters For or Against the request have been received at this time.

Please see the accompanying plat application and Section 90-32 of the Code of Ordinances for detail information.

---

**FISCAL ANALYSIS:** N/A

---

**RECOMMENDATION:** Staff recommends approval of the Final Plat of The Oasis, PUD located at 2121, 2101, and 2111 FM 3036; also known as Oasis Blk 1, Lot 1, 7.572 Acres, Fulton Outlots, PT of Lot 122, acres 2.1812, Fulton Outlots, Pt of OL 122, acres 0.344, City of Rockport, Aransas County, Texas.



# Plat Application & Checklist

## Building & Development Services Department

This application requests the information and documentation required to review and approve a subdivision or plat as per Chapter 90: Subdivisions and Platting of the City of Rockport Code of Ordinances (available at [www.cityofrockport.com/200/Ordinances-Resolutions](http://www.cityofrockport.com/200/Ordinances-Resolutions)).

### CATEGORIZATION:

CLASSIFICATION OF PLAT: ☒ Administrative   ☐ Minor Subdivision   ☐ Major Subdivision

A Major Subdivision requires a Concept Plan and review of a Preliminary Plat prior to the application and review of a Final Plat. A Minor Subdivision or a Re-plat may require a Concept Plan depending on the magnitude or complexity of the subdivision.

TYPE OF PLAT TO BE REVIEWED: ☐ Concept Plan & Preliminary Plat   ☐ Final Plat   ☒ Re-plat

### GENERAL INFORMATION:

Address: 2121, 2101 & 2111 FM 3036 Rockport Texas 78382   ACAD Property ID: 19816, 61384, 61381

Subdivision: S4515 & Fulton Outlots   Block: 1   Lot: 1

Other Legal Description: S4515 RHW Oasis Blk 1, Lot 1 7.572 Acres, Fulton Outlots, Lot PT of 122 acres 2.1812, Fulton Outlots Lot PT of OL 122 acres 0.344

### PROPERTY OWNER OF RECORD:

Name: The Oasis Resort of Rockport Inc & Donald Buttrum

Company: The Oasis Resort of Rockport Inc

Mailing Address: 8210 IH 35 N New Braunfels, TX 78130

Phone: 830.624.7030

Email: accounting@bchtexas.com

### ENGINEER/PLANNER/SURVEYOR:

Name: Griffith & Brundette Surveying

Company: Griffith & Brundette Surveying

Mailing Address: 411 S Pearl St

Rockport, Texas 78382

Phone: 361.729.6479

Email: elizabethb@gbsurveyor.com

### BACKGROUND

Project Name: The Oasis Rockport

- Present Zoning District: PUD   Are you requesting a zoning change?
- If yes, which Zoning District is requested? \_\_\_\_\_
- Do all proposed lots have access to existing public streets?
- Do any of the proposed lots require the extension of public facilities such as: right of ways, easements, water, sewer, etc.?
- Is the existing lot in compliance with the Storm Drainage Master Plan?

YES ☒ NO

YES ☒ NO

☒ YES ☐ NO  
☒ YES ☐ NO

**EXISTING PROPERTY CONTAINS: (Be specific on all that are applicable)**

| Land Use:                                                               | Number of Lots or Units | Acres of Use/Contents of Each Lot | Square Footage of Building Space |
|-------------------------------------------------------------------------|-------------------------|-----------------------------------|----------------------------------|
| Undeveloped                                                             | 1                       | 2.53                              |                                  |
| Single Family                                                           | 68                      | 3.73                              |                                  |
| Garden/Patio/<br>Zero-lot line                                          | 0                       |                                   |                                  |
| Duplex                                                                  | 0                       |                                   |                                  |
| Townhomes                                                               | 0                       |                                   |                                  |
| Multi-family                                                            | 0                       |                                   |                                  |
| Manufactured Housing                                                    | 0                       |                                   |                                  |
| Hotel/Motel                                                             | 0                       |                                   |                                  |
| Condo Regime                                                            | 0                       |                                   |                                  |
| Office                                                                  | 1                       | 0.26                              |                                  |
| Restaurant                                                              | 0                       |                                   |                                  |
| Commercial/Retail                                                       |                         |                                   |                                  |
| Warehouse/Showroom                                                      | 0                       |                                   |                                  |
| Industrial                                                              | 0                       |                                   |                                  |
| RV Park/ Pads                                                           | 0                       |                                   |                                  |
| Public Facilities:<br>(Schools, Churches, etc.)                         | 0                       |                                   |                                  |
| Park/ Open Spaces                                                       | 8                       | 2.04                              |                                  |
| Trees over 6" in diameter                                               |                         |                                   |                                  |
| Wetlands / Other<br>Environmentally Sensitive<br>Natural Infrastructure | 0                       |                                   |                                  |
| Special Flood Hazard Zone                                               | 0                       |                                   |                                  |
| Other:                                                                  | 0                       |                                   |                                  |
| Public/ Private Street R.O.W                                            | 1                       | 1.54                              |                                  |
| <b>TOTAL</b>                                                            | <b>79</b>               | <b>10.1</b>                       |                                  |

Please describe below any other information unique or pertinent to the platting of the property.

Property is already developed and PUD has already been approved.

**PROPOSED SUBDIVISION/PLATS CONTAIN: (Be specific on all that are applicable)**

| Land Use:                                                                      | Number of Lots or Units | Acres of Use/Contents of Each Lot | Square Footage of Building Space |
|--------------------------------------------------------------------------------|-------------------------|-----------------------------------|----------------------------------|
| Undeveloped                                                                    |                         |                                   |                                  |
| Single Family                                                                  | 68                      | 3.73                              | 51,000                           |
| Garden/Patio/<br>Zero-lot line                                                 |                         |                                   |                                  |
| Duplex                                                                         |                         |                                   |                                  |
| Townhomes                                                                      |                         |                                   |                                  |
| Multi-family                                                                   |                         |                                   |                                  |
| Manufactured Housing                                                           |                         |                                   |                                  |
| Hotel/Motel                                                                    |                         |                                   |                                  |
| Condo Regime                                                                   |                         |                                   |                                  |
| Office                                                                         | 1                       | .26                               | 1800                             |
| Restaurant                                                                     |                         |                                   |                                  |
| Commercial/Retail                                                              | 1                       | 2.53                              | 0                                |
| Warehouse/Showroom                                                             |                         |                                   |                                  |
| Industrial                                                                     |                         |                                   |                                  |
| RV Park/ Pads (only through approved CUP)                                      |                         |                                   |                                  |
| Public Facilities:<br>(Schools, Churches, etc.)                                |                         |                                   |                                  |
| Park/ Open Spaces                                                              | 8                       | 2.04                              | 0                                |
| Preserve for Wetlands /<br>Environmentally Sensitive<br>Natural Infrastructure |                         |                                   |                                  |
| Special Flood Hazard Zone                                                      |                         |                                   |                                  |
| Other:                                                                         |                         |                                   |                                  |
| Public/ Private Street<br>R.O.W                                                | 1                       | 1.54                              | 0                                |
| <b>TOTAL</b>                                                                   |                         |                                   |                                  |

**REQUIRED PLAT COPIES & RECORDING PROCEDURES**

- 1. Preliminary Plat: Two (2) copies of the preliminary plat drawn to a scale of not less than 1" = 100' plus ten (10) reduced copies (no smaller than 11'x17'). An electronic copy is requested but not required. Request a Concept Plan Checklist. This additional information and documentation should be submitted along with the Application & Preliminary Plat. A site plan or survey should be submitted showing any encroachments and improvements, existing and/or planned.
- 2. Final Plat/Re-plat: One (1) original "Vellum", plus three (3) full size copies, and one (1) 11'x17' reduced copy. May require a prior Concept Plan. An electronic copy is requested but not required.
- 3. Administrative Plats/ Minor Re-Plats: Only a final plat required. Submit in accordance with 2 above. An electronic copy is requested but not required.
- After official approval, the applicant's surveyor is responsible for coordinating the recording of all Final Plats and Re-plats at the Aransas County Court House and must then submit one (1) signed full scale Mylar and one (1) print for the City files.

## FINAL PLAT/RE-PLAT CHECKLIST:

Pursuant to the City of Rockport Platting & Subdivision Ordinance the following items are required to be shown on the plat or submitted with the plat for consideration. Please use the boxes at the left to verify the completeness of the information submitted.

| INDICATE IF ON PLAT: |    |     |                                                                                     | CITY REVIEW: |    |
|----------------------|----|-----|-------------------------------------------------------------------------------------|--------------|----|
| YES                  | NO | N/A | 1. BASIC INFORMATION                                                                | YES          | NO |
| X                    |    |     | A. Subdivision/ Project Name                                                        |              |    |
| X                    |    |     | B. Name & Address of Owner                                                          |              |    |
| X                    |    |     | C. Title: "Final Plat" / "Re-plat" / "Preliminary Plat"                             |              |    |
| X                    |    |     | D. Name & Address of Responsible Surveyor, Engineer, Planner Responsible for Design |              |    |
| X                    |    |     | E. Date                                                                             |              |    |
| X ✓                  |    |     | F. Scale                                                                            |              |    |
| X                    |    |     | G. North Arrow                                                                      |              |    |
| X                    |    |     | H. Small Scale Location Map                                                         |              |    |
| X                    |    |     | I. Names of Adjacent Subdivisions                                                   |              |    |

| INDICATE IF ON PLAT: |    |     |                                                         | CITY REVIEW: |    |
|----------------------|----|-----|---------------------------------------------------------|--------------|----|
| YES                  | NO | N/A | 2. SURVEYING                                            | YES          | NO |
| X                    |    |     | A. Boundary Survey of Plat (Bearing & Distances)        |              |    |
| X                    |    |     | B. Reference to Original Survey or Previous Subdivision |              |    |
| X                    |    |     | C. Monuments Shown on Plat                              |              |    |
| X                    |    |     | D. Monuments Set in Field                               |              |    |
| X                    |    |     | E. Legal Description of Subdivision Outer Boundary      |              |    |

| INDICATE IF ON PLAT: |    |     |                                                                                       | CITY REVIEW: |    |
|----------------------|----|-----|---------------------------------------------------------------------------------------|--------------|----|
| YES                  | NO | N/A | 3. INTERIOR DETAILS                                                                   | YES          | NO |
| X                    |    |     | A. Dimension & Location of All Lots, Streets, Easements, Parks, etc.                  |              |    |
| X                    |    |     | B. Name of Streets (New & Old)                                                        |              |    |
| X                    |    |     | C. Lot & Block Numbers                                                                |              |    |
| X                    |    |     | D. Location, Names, Widths of approved Streets, Alleys & Easements, All Right of Ways |              |    |
| X                    |    |     | E. Detail Curve Information                                                           |              |    |
| X                    |    |     | F. Building Lines, Exterior & Interior                                                |              |    |
| X                    |    |     | G. Existing Natural Features, Watercourses & Other Physical Features                  |              |    |
| X                    |    |     | H. Zoning District Designation                                                        |              |    |
| X                    |    |     | I. Tree Plan (Showing Significant Trees in Proposed R-O-W)                            |              |    |
| X                    |    |     | J. Flood Hazard Areas                                                                 |              |    |

INDICATE IF ON PLAT:

CITY REVIEW:

| YES | NO | N/A | 4. CERTIFICATION                                | YES | NO |
|-----|----|-----|-------------------------------------------------|-----|----|
| X   |    |     | A. Licensed Surveyor's Signature Plate          |     |    |
| X   |    |     | B. Planning & Zoning Commission Signature Plate |     |    |
| X   |    |     | C. Owner's Signature(s) Plate                   |     |    |
| X   |    |     | D. Lien Holder(s) or Others' Signature Plate    |     |    |
| X   |    |     | E. City Engineer Signature Plate                |     |    |
| X   |    |     | F. Aransas County Clerk Signature Plate         |     |    |

INDICATE IF ON PLAT:

CITY REVIEW:

| YES | NO | N/A | 5. TAXES                                                                  | YES | NO |
|-----|----|-----|---------------------------------------------------------------------------|-----|----|
| X   |    |     | A. Certificate of All Past & Current Taxes Paid on Property Being Platted |     |    |

INDICATE IF ON PLAT:

CITY REVIEW:

| YES | NO | N/A | 6. LEGAL STIPULATIONS                                               | YES | NO |
|-----|----|-----|---------------------------------------------------------------------|-----|----|
| X   |    |     | A. Copy of All Deed Restrictions Pertaining to the Subject Property |     |    |
|     |    | X   | B. Copy of Condominium Regime                                       |     |    |
| X   |    |     | C. Copy of Warranty Deed                                            |     |    |

**NOTE:** 2 Sets of Construction Plans showing the following should be submitted:

- A. Utility Distribution System(s) (Off-site & On-site)
- B. Streets, Sidewalks & Drive Approaches & Dimensions
- C. Drainage Plan (off-site & On-site)
- D. Topographic Map
- E. Flood Hazard Map

**FILING FEE: (Make check payable to the City of Rockport)**

**Preliminary Plat - \$100.00    Final Plat - \$100.00 + \$10.00 per acre    Minor Plat/Re-plat - \$100.00**

- Submit application and filing fee to the Department of Building & Development, Rockport Service Center, 2751 SH 35 Bypass, Rockport, TX 78382.

SIGNED \_\_\_\_\_

(Owner or Developer)

**FOR CITY USE**

Received By \_\_\_\_\_ Date \_\_\_\_\_ Fees Paid \$ \_\_\_\_\_

Submitted information (\_\_\_\_) accepted (\_\_\_\_) rejected By: \_\_\_\_\_

If rejected, reasons why: \_\_\_\_\_

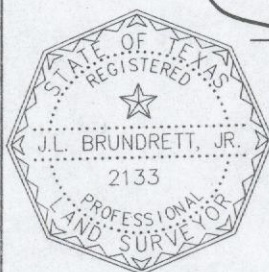
Receipt No. \_\_\_\_\_

### Surveyor Certification

State of Texas  
County of Aransas

I, J. L. Brundrett, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the foregoing plat was prepared from surveys made on the ground under my direction and supervision and is true and correct, and that I have been engaged to set all lot and block corners and reference points and complete such operations without delay.

This the 16 day of January, A.D., 2025.



J. L. BRUNDRETT, JR.  
R.P.L.S.  
Reg. No. 2133

### Owner Certification

State of Texas  
County of Aransas

THE OASIS RESORT OF ROCKPORT, INC.

does hereby certify that I (we) are the owner(s) of the lands embraced within the boundaries of the foregoing plat and that that I (we) have had said land surveyed and platted as shown hereon; that easements as shown are dedicated to the public use for the installation, operation and use of public utilities; and that this map was made for the purpose of description and dedication.

This the 21<sup>st</sup> day of February, A.D., 2025.

Paul Donald Buttrum  
PAUL DONALD BUTTRUM, a.k.a. DON BUTTRUM  
Individually and for Corporation

State of Texas  
County of Aransas

This instrument was acknowledged before me by:

PAUL DONALD BUTTRUM, a.k.a. DON BUTTRUM

Individually and for Corporation of

THE OASIS RESORT OF ROCKPORT, INC.

This the 21<sup>st</sup> day of February, A.D., 2025.

Jamice Hill Fisher  
Notary Public in and for the State of Texas

JAMICE HILL FISHER  
Notary ID #132832648  
My Commission Expires  
December 18, 2028

### Lienholder Certification

State of Texas  
County of Aransas

FIRST COMMUNITY BANK

does hereby certify that I (we) are the holder(s) of a lien on the lands embraced within the boundaries of the foregoing plat, and that I (we) do accept and approve said plat for all purposes and considerations.

This the 21<sup>st</sup> day of February, A.D., 2025.

Mat Moore Loan Officer

PRINT NAME & TITLE

Mat Moore

SIGNATURE

State of Texas  
County of Aransas

This instrument was acknowledged before me by:

Mat Moore

This the 21 day of February, A.D., 2025.

Krystal Salinas

Notary Public in and for the State of Texas

KRYSTAL SALINAS  
ID# 12605247-5  
Notary Public  
STATE OF TEXAS  
My Comm. Exp. 03-19-2027

Final Plat of:

## THE OASIS, P.U.D.

A PLANNED UNIT DEVELOPMENT

CITY OF ROCKPORT,  
ARANSAS COUNTY, TEXAS,

BEING A REPLAT OF 10.097 ACRES OF LAND, EMBRACING THREE (3) TRACTS OF LAND:  
FIRST TRACT: LOT 1, BLOCK 1, THE OASIS, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS,  
ACCORDING TO THE PLAT RECORDED IN VOLUME 7, PAGE 179, PLAT RECORDS OF ARANSAS COUNTY, TEXAS;  
SECOND TRACT: 2.181 ACRES OF LAND OUT OF THE SOUTHEAST PORTION OF OUTLOT 122, FULTON OUTLOTS,  
FULTON TOWNSITE, ACCORDING TO THE PLAT RECORDED IN VOLUME "E", PAGES 540-541, DEED RECORDS OF  
ARANSAS COUNTY, TEXAS;

THIRD TRACT: 0.344 ACRES OF LAND OUT OF THE SOUTHEAST PORTION OF OUTLOT 122, FULTON OUTLOTS,  
FULTON TOWNSITE, ACCORDING TO THE PLAT RECORDED IN VOLUME "E", PAGES 540-541, DEED RECORDS OF  
ARANSAS COUNTY, TEXAS;

JANUARY 16, 2025



### Planning & Zoning Commission

State of Texas  
County of Aransas

This plat of the herein described property is approved for filing of record in Aransas County, Texas, by the Planning and Zoning Commission of Rockport, Texas, in accordance with the Land Subdivision Ordinance of Rockport, Texas, and Vernon's Ann Civ. Statute, Article 974A.

This the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2025.

Chair

Secretary

### Notes

1) 5/8" Steel Rebars found or set at all property corners unless otherwise shown. All set 5/8" steel rebar capped with "Griffith & Brundrett."

○ = 5/8" STEEL REBAR SET, CAPPED  
"Griffith & Brundrett."  
○ DH = SET DRILL HOLE  
○ NW = SET NAIL & WASHER  
B.L. = BUILDING LINE  
U.E. = UTILITY EASEMENT  
D.E. = DRAINAGE EASEMENT  
C.E. = COMMON AREA

2) Bearings and directional control based on NAD 83, Texas State Plane South Central Zone.

3) Total platted area contains 10.097 acres or 439,832 square feet of land.

PRIVATE ROADWAYS = 66,882 square feet of land.  
PLATTED LOTS = 372,950 square feet of land.

4) All existing 20' Wide concrete roads are Private Roadways and Public Utility & Drainage Easements.

5) All Common Area lot restrictions to be defined by separate document.

6) Additional Easements by separate documents, as follows:  
R.O.W. Esmt. to CPL, Vol. 314, Pg. 319, D.R.A.C.T.  
R.O.W. Esmt. to CPL, CF#148186, R.P.R.A.C.T.  
Esmt. to Southwestern Bell, Vol. 324, Pg. 477, D.R.A.C.T.  
Esmt. to AEP Texas, CF#392800, O.P.R.A.C.T.  
Esmt. to AEP Texas, CF#397983, O.P.R.A.C.T.

7) Property falls within City Limits of the City of Rockport and must comply with all city codes, regulations and set backs.

### Firm Name and Address

**Griffith & Brundrett**  
Surveying & Engineering, Inc.

411 S. Pearl St., P.O. Box 2322  
Rockport, Texas 78381  
Tel: 361-729-6479  
Fax: 361-729-7933  
Email: jbrundrett@gsurveyor.com  
Website: www.gssurveyor.com

TBPELS FIRM NO. F-414

### Flood Data

This is to certify that I have consulted the Federal Flood Hazard Map dated 2-17-16, and found that the property described herein is (or) is not X located in a "Special Flood Hazard Area."

Flood Zone "X" Base Elevation N/A  
Panel No. 0235G

Community No. 485504

This information is based on scaling the location of this survey on the above referenced map and is intended to be used to determine insurance rates only and not identify specific flooding conditions. SUBJECT TO CHANGE BY FEMA.

### County Clerk's Certification

State of Texas  
County of Aransas

I, Misty Kimbrough, Clerk of the County Court in and for Aransas County, Texas, do hereby certify that the foregoing instrument of writing dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2025,

with its certificate of authentication was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2025,

at \_\_\_\_\_ o'clock \_\_\_\_\_ m. and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2025, at

\_\_\_\_\_ o'clock \_\_\_\_\_, in the Plat Records of Aransas County,

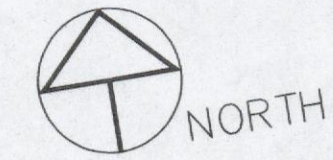
Texas in Volume \_\_\_\_\_, Page \_\_\_\_\_

Witness my hand and seal of the County Court, in and for Aransas County, Texas, at office in Rockport, Texas, the day and year last written above.

By: \_\_\_\_\_ Deputy

Clerk's File No. \_\_\_\_\_

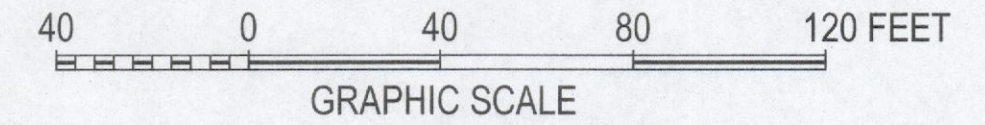
CHAPARRAL STREET  
60' R.O.W.



Final Plat of:

# THE OASIS, P.U.D.

SCALE 1" = 40'



## CURVE DATA

| C1                          | C2                          | C3                          |
|-----------------------------|-----------------------------|-----------------------------|
| $\Delta = 90^{\circ}00'00"$ | $\Delta = 89^{\circ}45'48"$ | $\Delta = 90^{\circ}15'36"$ |
| R = 10.0'                   | R = 15.0'                   | R = 15.0'                   |
| CH = 14.14'                 | CH = 21.17'                 | CH = 21.26'                 |
| T = 10.0'                   | T = 14.94'                  | T = 15.07'                  |
| A = 15.71'                  | A = 23.50'                  | A = 23.63'                  |
| C4                          | C5                          | C6                          |
| $\Delta = 71^{\circ}25'43"$ | $\Delta = 71^{\circ}24'48"$ | $\Delta = 89^{\circ}46'57"$ |
| R = 15.0'                   | R = 25.0'                   | R = 10.0'                   |
| CH = 17.51'                 | CH = 29.18'                 | CH = 14.12'                 |
| T = 10.78'                  | T = 17.97'                  | T = 9.96'                   |
| A = 18.70'                  | A = 31.16'                  | A = 15.67'                  |
| C7                          | C8                          | C9                          |
| $\Delta = 53^{\circ}23'59"$ | $\Delta = 45^{\circ}46'46"$ | $\Delta = 53^{\circ}10'14"$ |
| R = 10.0'                   | R = 10.0'                   | R = 10.0'                   |
| CH = 8.98'                  | CH = 7.78'                  | CH = 8.95'                  |
| T = 5.03'                   | T = 4.22'                   | T = 5.0'                    |
| A = 9.32'                   | A = 7.99'                   | A = 9.28'                   |
| C10                         | C11                         |                             |
| $\Delta = 82^{\circ}50'59"$ | $\Delta = 71^{\circ}26'52"$ |                             |
| R = 10.0'                   | R = 10.0'                   |                             |
| CH = 13.23'                 | CH = 11.68'                 |                             |
| T = 8.82'                   | T = 7.19'                   |                             |
| A = 14.46'                  | A = 12.47'                  |                             |

## LINE DATA

L1 = S40°57'08"E, 15.43'  
L2 = S08°56'07"E, 8.54'  
L3 = S27°26'09"E, 18.80'  
L4 = S27°26'06"E, 24.45'  
L5 = S09°23'30"W, 7.82'  
L6 = N09°23'30"E, 7.84'

## Notes

- 5/8" Steel Rebars found or set at all property corners unless otherwise shown. All set 5/8" steel rebar capped with "Griffith & Brundrett."
- Bearings and directional control based on NAD 83, Texas State Plane South Central Zone.
- Total platted area contains 10.097 acres or 439,832 square feet of land.  
PRIVATE ROADWAYS = 66,882 square feet of land.  
PLATTED LOTS = 372,950 square feet of land.
- All existing 20' Wide concrete roads are Private Roadways and Public Utility & Drainage Easements.
- All Common Area lot restrictions to be defined by separate document.
- Additional Easements by separate documents, as follows:  
R.O.W. Esmt. to CPL, Vol. 314, Pg. 319, D.R.A.C.T.  
R.O.W. Esmt. to CPL, CF#148186, R.P.R.A.C.T.  
Esmt. to Southwestern Bell, Vol. 324, Pg. 477, D.R.A.C.T.  
Esmt. to AEP Texas, CF#392800, O.P.R.A.C.T.  
Esmt. to AEP Texas, CF#397983, O.P.R.A.C.T.
- Property falls within City Limits of the City of Rockport and must comply with all city codes, regulations and set backs.

## Firm Name and Address

**Griffith & Brundrett**  
Surveying & Engineering, Inc.  
411 S. Pearl St., P.O. Box 2322  
Rockport, Texas 78381  
361-729-6479  
361-729-7933  
jerryb@gsurveyor.com  
www.gsurveyor.com  
TBPELS FIRM NO. F-414

|                                                          |      |      |      |      |      |      |      |      |      |
|----------------------------------------------------------|------|------|------|------|------|------|------|------|------|
| Table 1: Summary of the first 10 rows of the data table. |      |      |      |      |      |      |      |      |      |
| 1                                                        | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | 10   |
| 11                                                       | 12   | 13   | 14   | 15   | 16   | 17   | 18   | 19   | 20   |
| 21                                                       | 22   | 23   | 24   | 25   | 26   | 27   | 28   | 29   | 30   |
| 31                                                       | 32   | 33   | 34   | 35   | 36   | 37   | 38   | 39   | 40   |
| 41                                                       | 42   | 43   | 44   | 45   | 46   | 47   | 48   | 49   | 50   |
| 51                                                       | 52   | 53   | 54   | 55   | 56   | 57   | 58   | 59   | 60   |
| 61                                                       | 62   | 63   | 64   | 65   | 66   | 67   | 68   | 69   | 70   |
| 71                                                       | 72   | 73   | 74   | 75   | 76   | 77   | 78   | 79   | 80   |
| 81                                                       | 82   | 83   | 84   | 85   | 86   | 87   | 88   | 89   | 90   |
| 91                                                       | 92   | 93   | 94   | 95   | 96   | 97   | 98   | 99   | 100  |
| 101                                                      | 102  | 103  | 104  | 105  | 106  | 107  | 108  | 109  | 110  |
| 111                                                      | 112  | 113  | 114  | 115  | 116  | 117  | 118  | 119  | 120  |
| 121                                                      | 122  | 123  | 124  | 125  | 126  | 127  | 128  | 129  | 130  |
| 131                                                      | 132  | 133  | 134  | 135  | 136  | 137  | 138  | 139  | 140  |
| 141                                                      | 142  | 143  | 144  | 145  | 146  | 147  | 148  | 149  | 150  |
| 151                                                      | 152  | 153  | 154  | 155  | 156  | 157  | 158  | 159  | 160  |
| 161                                                      | 162  | 163  | 164  | 165  | 166  | 167  | 168  | 169  | 170  |
| 171                                                      | 172  | 173  | 174  | 175  | 176  | 177  | 178  | 179  | 180  |
| 181                                                      | 182  | 183  | 184  | 185  | 186  | 187  | 188  | 189  | 190  |
| 191                                                      | 192  | 193  | 194  | 195  | 196  | 197  | 198  | 199  | 200  |
| 201                                                      | 202  | 203  | 204  | 205  | 206  | 207  | 208  | 209  | 210  |
| 211                                                      | 212  | 213  | 214  | 215  | 216  | 217  | 218  | 219  | 220  |
| 221                                                      | 222  | 223  | 224  | 225  | 226  | 227  | 228  | 229  | 230  |
| 231                                                      | 232  | 233  | 234  | 235  | 236  | 237  | 238  | 239  | 240  |
| 241                                                      | 242  | 243  | 244  | 245  | 246  | 247  | 248  | 249  | 250  |
| 251                                                      | 252  | 253  | 254  | 255  | 256  | 257  | 258  | 259  | 260  |
| 261                                                      | 262  | 263  | 264  | 265  | 266  | 267  | 268  | 269  | 270  |
| 271                                                      | 272  | 273  | 274  | 275  | 276  | 277  | 278  | 279  | 280  |
| 281                                                      | 282  | 283  | 284  | 285  | 286  | 287  | 288  | 289  | 290  |
| 291                                                      | 292  | 293  | 294  | 295  | 296  | 297  | 298  | 299  | 300  |
| 301                                                      | 302  | 303  | 304  | 305  | 306  | 307  | 308  | 309  | 310  |
| 311                                                      | 312  | 313  | 314  | 315  | 316  | 317  | 318  | 319  | 320  |
| 321                                                      | 322  | 323  | 324  | 325  | 326  | 327  | 328  | 329  | 330  |
| 331                                                      | 332  | 333  | 334  | 335  | 336  | 337  | 338  | 339  | 340  |
| 341                                                      | 342  | 343  | 344  | 345  | 346  | 347  | 348  | 349  | 350  |
| 351                                                      | 352  | 353  | 354  | 355  | 356  | 357  | 358  | 359  | 360  |
| 361                                                      | 362  | 363  | 364  | 365  | 366  | 367  | 368  | 369  | 370  |
| 371                                                      | 372  | 373  | 374  | 375  | 376  | 377  | 378  | 379  | 380  |
| 381                                                      | 382  | 383  | 384  | 385  | 386  | 387  | 388  | 389  | 390  |
| 391                                                      | 392  | 393  | 394  | 395  | 396  | 397  | 398  | 399  | 400  |
| 401                                                      | 402  | 403  | 404  | 405  | 406  | 407  | 408  | 409  | 410  |
| 411                                                      | 412  | 413  | 414  | 415  | 416  | 417  | 418  | 419  | 420  |
| 421                                                      | 422  | 423  | 424  | 425  | 426  | 427  | 428  | 429  | 430  |
| 431                                                      | 432  | 433  | 434  | 435  | 436  | 437  | 438  | 439  | 440  |
| 441                                                      | 442  | 443  | 444  | 445  | 446  | 447  | 448  | 449  | 450  |
| 451                                                      | 452  | 453  | 454  | 455  | 456  | 457  | 458  | 459  | 460  |
| 461                                                      | 462  | 463  | 464  | 465  | 466  | 467  | 468  | 469  | 470  |
| 471                                                      | 472  | 473  | 474  | 475  | 476  | 477  | 478  | 479  | 480  |
| 481                                                      | 482  | 483  | 484  | 485  | 486  | 487  | 488  | 489  | 490  |
| 491                                                      | 492  | 493  | 494  | 495  | 496  | 497  | 498  | 499  | 500  |
| 501                                                      | 502  | 503  | 504  | 505  | 506  | 507  | 508  | 509  | 510  |
| 511                                                      | 512  | 513  | 514  | 515  | 516  | 517  | 518  | 519  | 520  |
| 521                                                      | 522  | 523  | 524  | 525  | 526  | 527  | 528  | 529  | 530  |
| 531                                                      | 532  | 533  | 534  | 535  | 536  | 537  | 538  | 539  | 540  |
| 541                                                      | 542  | 543  | 544  | 545  | 546  | 547  | 548  | 549  | 550  |
| 551                                                      | 552  | 553  | 554  | 555  | 556  | 557  | 558  | 559  | 560  |
| 561                                                      | 562  | 563  | 564  | 565  | 566  | 567  | 568  | 569  | 570  |
| 571                                                      | 572  | 573  | 574  | 575  | 576  | 577  | 578  | 579  | 580  |
| 581                                                      | 582  | 583  | 584  | 585  | 586  | 587  | 588  | 589  | 590  |
| 591                                                      | 592  | 593  | 594  | 595  | 596  | 597  | 598  | 599  | 600  |
| 601                                                      | 602  | 603  | 604  | 605  | 606  | 607  | 608  | 609  | 610  |
| 611                                                      | 612  | 613  | 614  | 615  | 616  | 617  | 618  | 619  | 620  |
| 621                                                      | 622  | 623  | 624  | 625  | 626  | 627  | 628  | 629  | 630  |
| 631                                                      | 632  | 633  | 634  | 635  | 636  | 637  | 638  | 639  | 640  |
| 641                                                      | 642  | 643  | 644  | 645  | 646  | 647  | 648  | 649  | 650  |
| 651                                                      | 652  | 653  | 654  | 655  | 656  | 657  | 658  | 659  | 660  |
| 661                                                      | 662  | 663  | 664  | 665  | 666  | 667  | 668  | 669  | 670  |
| 671                                                      | 672  | 673  | 674  | 675  | 676  | 677  | 678  | 679  | 680  |
| 681                                                      | 682  | 683  | 684  | 685  | 686  | 687  | 688  | 689  | 690  |
| 691                                                      | 692  | 693  | 694  | 695  | 696  | 697  | 698  | 699  | 700  |
| 701                                                      | 702  | 703  | 704  | 705  | 706  | 707  | 708  | 709  | 710  |
| 711                                                      | 712  | 713  | 714  | 715  | 716  | 717  | 718  | 719  | 720  |
| 721                                                      | 722  | 723  | 724  | 725  | 726  | 727  | 728  | 729  | 730  |
| 731                                                      | 732  | 733  | 734  | 735  | 736  | 737  | 738  | 739  | 740  |
| 741                                                      | 742  | 743  | 744  | 745  | 746  | 747  | 748  | 749  | 750  |
| 751                                                      | 752  | 753  | 754  | 755  | 756  | 757  | 758  | 759  | 760  |
| 761                                                      | 762  | 763  | 764  | 765  | 766  | 767  | 768  | 769  | 770  |
| 771                                                      | 772  | 773  | 774  | 775  | 776  | 777  | 778  | 779  | 780  |
| 781                                                      | 782  | 783  | 784  | 785  | 786  | 787  | 788  | 789  | 790  |
| 791                                                      | 792  | 793  | 794  | 795  | 796  | 797  | 798  | 799  | 800  |
| 801                                                      | 802  | 803  | 804  | 805  | 806  | 807  | 808  | 809  | 810  |
| 811                                                      | 812  | 813  | 814  | 815  | 816  | 817  | 818  | 819  | 820  |
| 821                                                      | 822  | 823  | 824  | 825  | 826  | 827  | 828  | 829  | 830  |
| 831                                                      | 832  | 833  | 834  | 835  | 836  | 837  | 838  | 839  | 840  |
| 841                                                      | 842  | 843  | 844  | 845  | 846  | 847  | 848  | 849  | 850  |
| 851                                                      | 852  | 853  | 854  | 855  | 856  | 857  | 858  | 859  | 860  |
| 861                                                      | 862  | 863  | 864  | 865  | 866  | 867  | 868  | 869  | 870  |
| 871                                                      | 872  | 873  | 874  | 875  | 876  | 877  | 878  | 879  | 880  |
| 881                                                      | 882  | 883  | 884  | 885  | 886  | 887  | 888  | 889  | 890  |
| 891                                                      | 892  | 893  | 894  | 895  | 896  | 897  | 898  | 899  | 900  |
| 901                                                      | 902  | 903  | 904  | 905  | 906  | 907  | 908  | 909  | 910  |
| 911                                                      | 912  | 913  | 914  | 915  | 916  | 917  | 918  | 919  | 920  |
| 921                                                      | 922  | 923  | 924  | 925  | 926  | 927  | 928  | 929  | 930  |
| 931                                                      | 932  | 933  | 934  | 935  | 936  | 937  | 938  | 939  | 940  |
| 941                                                      | 942  | 943  | 944  | 945  | 946  | 947  | 948  | 949  | 950  |
| 951                                                      | 952  | 953  | 954  | 955  | 956  | 957  | 958  | 959  | 960  |
| 961                                                      | 962  | 963  | 964  | 965  | 966  | 967  | 968  | 969  | 970  |
| 971                                                      | 972  | 973  | 974  | 975  | 976  | 977  | 978  | 979  | 980  |
| 981                                                      | 982  | 983  | 984  | 985  | 986  | 987  | 988  | 989  | 990  |
| 991                                                      | 992  | 993  | 994  | 995  | 996  | 997  | 998  | 999  | 1000 |
| 1001                                                     | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 |
| 1011                                                     | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 |
| 1021                                                     | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 |
| 1031                                                     | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 |
| 1041                                                     | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 |
| 1051                                                     | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 1058 | 1059 | 1060 |
| 1061                                                     | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1070 |
| 1071                                                     | 1072 | 1073 | 1074 | 1075 | 1076 | 1077 | 1078 | 1079 | 1080 |
| 1081                                                     | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 1088 | 1089 | 1090 |
| 1091                                                     | 1092 | 1093 | 1094 | 1095 | 1096 | 1097 | 1098 | 1099 | 1100 |
| 1101                                                     | 1102 | 1103 | 1104 | 1105 | 1106 | 1107 | 1108 | 1109 | 1110 |
| 1111                                                     | 1112 | 1113 | 1114 | 1115 | 1116 | 1117 | 1118 | 1119 | 1120 |
| 1121                                                     | 1122 | 1123 | 1124 | 1125 | 1126 | 1127 | 1128 | 1129 | 1130 |
| 1131                                                     | 1132 | 1133 | 1134 | 1135 | 1136 | 1137 | 1138 | 1139 | 1140 |
| 1141                                                     | 1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 |
| 1151                                                     | 1152 | 1153 | 1154 | 1155 | 1156 | 1157 | 1158 | 1159 | 1160 |
| 1161                                                     | 1162 | 1163 | 1164 | 1165 | 1166 | 1167 | 1168 | 1169 | 1170 |
| 1171                                                     | 1172 | 1173 | 1174 | 1175 | 1176 | 1177 | 1178 | 1179 | 1180 |
| 1181                                                     | 1182 | 1183 | 1184 | 1185 | 1186 | 1187 | 1188 | 1189 | 1190 |
| 1191                                                     | 1192 | 1193 | 1194 | 1195 | 1196 | 1197 | 1198 | 1199 | 1200 |
| 1201                                                     | 1202 | 1203 | 1204 | 1205 | 1206 | 1207 | 1208 | 1209 | 1210 |
| 1211                                                     | 1212 | 1213 | 1214 | 1215 | 1216 | 1217 | 1218 | 1219 | 1220 |
| 1221                                                     | 1222 | 1223 | 1224 | 1225 | 1226 | 1227 | 1228 | 1229 | 1230 |
| 1231                                                     | 1232 | 1233 | 1234 | 1235 | 1236 | 1237 | 1238 | 1239 | 1240 |
| 1241                                                     | 1242 | 1243 | 1244 | 1245 | 1246 | 1247 | 1248 | 1249 | 1250 |
| 1251                                                     | 1252 | 1253 | 1254 | 1255 | 1256 | 1257 | 1258 | 1259 | 1260 |
| 1261                                                     | 1262 | 1263 | 1264 | 1265 | 1266 | 1267 | 1268 | 1269 | 1270 |
| 1271                                                     | 1272 | 1273 | 1274 | 1275 | 1276 | 1277 | 1278 | 1279 | 1280 |
| 1281                                                     | 1282 | 1283 | 1284 | 1285 | 1286 | 1287 | 1288 | 1289 | 1290 |
| 1291                                                     | 1292 | 1293 | 1294 | 1295 | 1296 | 1297 | 1298 | 1299 | 1300 |
| 1301                                                     | 1302 | 1303 | 1304 | 1305 | 1306 | 1307 | 1308 | 1309 | 1310 |
| 1311                                                     | 1312 | 1313 | 1314 | 1315 | 1316 | 1317 | 1318 | 1319 | 1320 |
| 1321                                                     | 1322 | 1323 | 1324 | 1325 | 1326 | 1327 | 1328 | 1329 | 1330 |
| 1331                                                     | 1332 | 1333 | 1334 | 1335 | 1336 | 1337 | 1338 | 1339 | 1340 |
| 1341                                                     | 1342 | 1343 | 1344 | 1345 | 1346 | 1347 | 1348 | 1349 | 1350 |
| 1351                                                     | 1352 | 1353 | 1354 | 1355 | 1356 | 1357 | 1358 | 1359 | 1360 |
| 1361                                                     | 1362 | 1363 | 1364 | 1365 | 1366 | 1367 | 1368 | 1369 | 1370 |
| 1371                                                     | 1372 | 1373 | 1374 | 1375 | 1376 | 1377 | 1378 | 1379 | 1380 |
| 1381                                                     | 1382 | 1383 | 1384 | 1385 | 1386 | 1387 | 1388 | 1389 | 1390 |
| 1391                                                     | 1392 | 1393 | 1394 | 1395 | 1396 | 1397 | 1398 | 1399 | 1400 |
| 1401                                                     | 1402 | 1403 | 1404 | 1405 | 1406 | 1407 | 1408 | 1409 | 1410 |
| 1411                                                     | 1412 | 1413 | 1414 | 1415 | 1416 | 1417 | 1418 | 1419 | 1420 |
| 1421                                                     |      |      |      |      |      |      |      |      |      |

| <u>Property ID</u> | <u>Property Owner</u>            | <u>Situs Address</u>      | <u>Mailing Address</u>  | <u>City</u>    | <u>State</u> | <u>ZIP</u> |
|--------------------|----------------------------------|---------------------------|-------------------------|----------------|--------------|------------|
| 19816              | The Oasis Resort of Rockport Inc | 2121 FM 3036              | 2121 FM 3036            | Rockport       | TX           | 78382      |
| 61384              | Don Buttrum                      | 2101 FM 3036              | 8210 N IH 35 #105       | New Braunfels  | TX           | 78130      |
| 61381              | Don Buttrum                      | 2111 FM 3036              | 8210 N IH 35 #105       | New Braunfels  | TX           | 78130      |
| 67010              | Samantha & Alvin Goyap           | 103 Breezy St             | 103 Breezy St           | Rockport       | TX           | 78382      |
| 67009              | Virginia & Paul Lief             | 101 Breezy St             | 101 Breezy St           | Rockport       | TX           | 78382      |
| 66988              | Christopher Mace                 | 106 Breezy St             | 106 Breezy St           | Rockport       | TX           | 78382      |
| 66989              | Kent & Michelle Fry              | 104 Breezy St             | 15929 Punta Bonaire Dr  | Corpus Christi | TX           | 78418      |
| 66990              | Lucas & Stephanie Seidel         | 102 Breezy St             | 102 Breezy St           | Rockport       | TX           | 78382      |
| 66175              | Allan & Jaime Blackburn          | 105 Sun Harbor St         | 105 Sun Harbor St       | Rockport       | TX           | 78382      |
| 66174              | Sandra Jay                       | 103 Sun Harbor St         | 103 Sun Harbor St       | Rockport       | TX           | 78382      |
| 66173              | Phillip Shaver                   | 101 Sun Harbor St         | 101 Sun Harbor St       | Rockport       | TX           | 78382      |
| 66158              | Ronnie & Sheryl Cavazos          | 106 Sun Harbor St         | 287 Abrego Lake Dr      | Floresville    | TX           | 78114      |
| 66157              | Thomas & Susana Potter           | 104 Sun Harbor St         | 104 Sun Harbor St       | Rockport       | TX           | 78382      |
| 66156              | David & Lorraine Cameron         | 102 Sun Harbor St         | 102 Sun Harbor St       | Rockport       | TX           | 78382      |
| 70737              | Priya Management Lp              | 2001 - 2027 Chaparral St  | 1075 N Fulton Beach Rd  | Rockport       | TX           | 78382      |
| 70608              | Priya Management Lp              | 2002 Chaparral St         | 102 Falcon Ridge Rd     | Scotts Valley  | CA           | 95066      |
| 62014              | David White                      | 2007 FM 3036              | P O Box 40              | Freer          | TX           | 78357      |
| 52079              | Stacy & William Loosemoore       | 2021 FM 3036              | 2021 FM 3036            | Rockport       | TX           | 78382      |
| 35403              | Coastal Oaks Church              | 2002 FM 3036              | 2002 FM 3036            | Rockport       | TX           | 78382      |
| 19813              | Penelope Auvinen                 | 2207 FM 3036              | 2207 FM 3036            | Rockport       | TX           | 78382      |
| 49219              | KTAB Family LLC                  | 2211 FM 3036              | 1329 E Lark St          | Springfield    | MO           | 65804      |
| 49218              | Vince Fearheiley                 | 2208 Chaparral St         | 609 E Main St           | Rockport       | TX           | 78382      |
| 62015              | Kirtikumar Patel                 | 2001 FM 3036              | 314 Riverside Ave #109  | Santa Cruz     | CA           | 95060      |
|                    | Josh Dowling                     | Planning and Zoning Commi | 102 N Santa Clara Drive | Rockport       | TX           | 78382      |
|                    | Rocky Gudim                      | Planning and Zoning Commi | 1016 S. Magnolia St.    | Rockport       | TX           | 78382      |
|                    | Ruth Davis                       | Planning and Zoning Commi | Po Box 706              | Fulton         | TX           | 78358      |
|                    | Ric Young                        | Planning and Zoning Commi | 123 Royal Oaks Dr       | Rockport       | Tx           | 78382      |
|                    | Kim Hesley                       | Planning and Zoning Commi | 2003 Tule Park Drive    | Rockport       | TX           | 78382      |
|                    | Warren Hassinger                 | Planning and Zoning Commi | 2517 Turkey Neck Circle | Rockport       | TX           | 78382      |
|                    | Thomas Blazek                    | Planning and Zoning Commi | 102 St Andrews St       | Rockport       | Tx           | 78382      |

AFTER RECORDING RETURN TO:  
MARK D. GROBMYER, ESQ.  
WINSTEAD PC  
600 W. 5TH STREET, SUITE 900  
AUSTIN, TX 78701  
EMAIL: MGROBMYER@WINSTEAD.COM



**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
*THE OASIS ROCKPORT*  
ARANSAS COUNTY, TEXAS**

**Declarant:**     THE OASIS RESORT OF ROCKPORT, INC., a Texas corporation

*This Declaration of Covenants, Conditions and Restrictions may be used only in connection with the residential community known as The Oasis Rockport in Aransas County, Texas and the operation of The Oasis Rockport Residential Community, Inc.*

|                                                                               | Page     |
|-------------------------------------------------------------------------------|----------|
| <b>ARTICLE 1 DEFINITIONS .....</b>                                            | <b>1</b> |
| <b>ARTICLE 2 GENERAL AND USE RESTRICTIONS .....</b>                           | <b>7</b> |
| 2.1 General .....                                                             | 7        |
| 2.2 Tree and Landscape Regulations.....                                       | 7        |
| 2.3 Conceptual Plans .....                                                    | 7        |
| 2.4 Single-Family Residential Use .....                                       | 8        |
| 2.5 Subdividing .....                                                         | 9        |
| 2.6 Hazardous Activities.....                                                 | 9        |
| 2.7 Insurance Rates .....                                                     | 9        |
| 2.8 Mining and Drilling.....                                                  | 9        |
| 2.9 Noise .....                                                               | 10       |
| 2.10 Animals – Household Pets .....                                           | 10       |
| 2.11 Rubbish and Debris .....                                                 | 10       |
| 2.12 Maintenance.....                                                         | 11       |
| 2.13 Association’s Maintenance Right.....                                     | 11       |
| 2.14 Street Landscape Area-Owner’s Obligation to Maintain<br>Landscaping..... | 12       |
| 2.15 Antennas .....                                                           | 12       |
| 2.16 Location of Permitted Antennas .....                                     | 13       |
| 2.17 Signs.....                                                               | 13       |
| 2.18 Flags – Approval Requirements .....                                      | 14       |
| 2.19 Flags – Installation and Display.....                                    | 15       |
| 2.20 Tanks.....                                                               | 16       |
| 2.21 Temporary Structures .....                                               | 16       |
| 2.22 Outside Storage Buildings .....                                          | 16       |
| 2.23 Unsightly Articles .....                                                 | 16       |
| 2.24 Mobile Homes, Travel Trailers and Recreational Vehicles .....            | 17       |
| 2.25 Basketball Goals; Permanent and Portable .....                           | 17       |
| 2.26 Compliance with Restrictions .....                                       | 17       |
| 2.27 Liability of Owners for Damage to Common Area.....                       | 18       |
| 2.28 No Warranty of Enforceability.....                                       | 18       |
| 2.29 Party Wall Fences and Walls.....                                         | 18       |
| 2.30 Playscapes and Sports Courts .....                                       | 20       |
| 2.31 Decorations and Lighting .....                                           | 20       |
| 2.32 Exterior Window Air Conditioning Units.....                              | 20       |
| 2.33 Window Treatments.....                                                   | 20       |
| 2.34 Shared Mailboxes.....                                                    | 20       |
| 2.35 Release and Indemnity.....                                               | 20       |

**ARTICLE 3 CONSTRUCTION RESTRICTIONS ..... 21**

|      |                                                                        |    |
|------|------------------------------------------------------------------------|----|
| 3.1  | Approval for Construction .....                                        | 21 |
| 3.2  | Rentals .....                                                          | 21 |
| 3.3  | Short Term Rentals .....                                               | 21 |
| 3.4  | Fences .....                                                           | 22 |
| 3.5  | Trash Containers .....                                                 | 22 |
| 3.6  | Drainage .....                                                         | 22 |
| 3.7  | Construction Activities .....                                          | 22 |
| 3.8  | Roofing .....                                                          | 22 |
| 3.9  | Swimming Pools .....                                                   | 23 |
| 3.10 | Compliance with Setbacks and Easements .....                           | 23 |
| 3.11 | Solar Energy Device.....                                               | 23 |
| 3.12 | Rainwater Harvesting Systems .....                                     | 24 |
| 3.13 | Xeriscaping .....                                                      | 25 |
| 3.14 | Water Quality Facilities, Drainage Facilities and Drainage Ponds ..... | 27 |
| 3.15 | Garages.....                                                           | 27 |
| 3.16 | Parking .....                                                          | 27 |

**ARTICLE 4 THE OASIS ROCKPORT RESIDENTIAL COMMUNITY, INC..... 27**

|      |                                                    |    |
|------|----------------------------------------------------|----|
| 4.1  | Organization .....                                 | 27 |
| 4.2  | Membership.....                                    | 28 |
| 4.3  | Governance .....                                   | 29 |
| 4.4  | Voting Rights.....                                 | 29 |
| 4.5  | Powers .....                                       | 30 |
| 4.6  | Conveyance of Common Area to the Association ..... | 33 |
| 4.7  | Indemnification .....                              | 33 |
| 4.8  | Insurance .....                                    | 34 |
| 4.9  | Bulk Rate Contracts .....                          | 34 |
| 4.10 | Protection of Declarant's Interests.....           | 35 |
| 4.11 | Administration of Common Area .....                | 35 |
| 4.12 | Right of Action by Association .....               | 35 |
| 4.13 | Streets Within the Property .....                  | 35 |

**ARTICLE 5 INSURANCE..... 36**

|     |                                        |    |
|-----|----------------------------------------|----|
| 5.1 | Insurance .....                        | 36 |
| 5.2 | Restoration .....                      | 36 |
| 5.3 | Mechanic's and Materialmen's Lien..... | 37 |

|                                                        |           |
|--------------------------------------------------------|-----------|
| <b>ARTICLE 6 COVENANT FOR ASSESSMENTS .....</b>        | <b>37</b> |
| 6.1    Assessments.....                                | 37        |
| 6.2    Maintenance Fund .....                          | 38        |
| 6.3    Regular Assessments.....                        | 38        |
| 6.4    Working Capital Assessment .....                | 38        |
| 6.5    Special Assessments .....                       | 39        |
| 6.6    Individual Assessments .....                    | 39        |
| 6.7    Amount of Assessment .....                      | 40        |
| 6.8    Late Charges .....                              | 40        |
| 6.9    Owner’s Personal Obligation; Interest.....      | 40        |
| 6.10   Assessment Lien and Foreclosure .....           | 41        |
| 6.11   Exempt Property .....                           | 42        |
| 6.12   Fines and Damages Assessment.....               | 43        |
| <b>ARTICLE 7 ARCHITECTURAL CONTROL COMMITTEE .....</b> | <b>43</b> |
| 7.1    Construction of Improvements.....               | 43        |
| 7.2    Architectural Control Committee.....            | 43        |
| <b>ARTICLE 8 MORTGAGE PROVISIONS .....</b>             | <b>47</b> |
| 8.1    Notice of Action .....                          | 47        |
| 8.2    Examination of Books.....                       | 47        |
| 8.3    Taxes, Assessments and Charges .....            | 47        |
| <b>ARTICLE 9 GENERAL PROVISIONS .....</b>              | <b>47</b> |
| 9.1    Term.....                                       | 47        |
| 9.2    Eminent Domain .....                            | 48        |
| 9.3    Amendment.....                                  | 48        |
| 9.4    Roadway and Utility Easements.....              | 49        |
| 9.5    Enforcement.....                                | 49        |
| 9.6    Declarant Fine Authority .....                  | 50        |
| 9.7    Higher Authority .....                          | 50        |
| 9.8    Severability .....                              | 50        |
| 9.9    Conflicts.....                                  | 50        |
| 9.10   Gender .....                                    | 50        |
| 9.11   Acceptance by Owners.....                       | 51        |
| 9.12   Damage and Destruction .....                    | 51        |
| 9.13   No Partition .....                              | 52        |
| 9.14   Notices .....                                   | 52        |
| 9.15   View Impairment.....                            | 52        |

|                                            |                                                          |           |
|--------------------------------------------|----------------------------------------------------------|-----------|
| 9.16                                       | Safety and Security .....                                | 52        |
| <b>ARTICLE 10 EASEMENTS .....</b>          |                                                          | <b>53</b> |
| 10.1                                       | Right of Ingress and Egress .....                        | 53        |
| 10.2                                       | Reserved Easements .....                                 | 53        |
| 10.3                                       | Utility Easements .....                                  | 54        |
| 10.4                                       | Subdivision Entry and Fencing Easement.....              | 54        |
| 10.5                                       | Landscape and Monument Sign Easement .....               | 54        |
| 10.6                                       | Easement to Inspect and Right to Correct .....           | 55        |
| <b>ARTICLE 11 DEVELOPMENT RIGHTS.....</b>  |                                                          | <b>55</b> |
| 11.1                                       | Development by Declarant.....                            | 55        |
| 11.2                                       | Special Declarant Rights .....                           | 55        |
| 11.3                                       | Addition of Land.....                                    | 56        |
| 11.4                                       | Withdrawal of Land .....                                 | 56        |
| 11.5                                       | Notice of Plat Recordation.....                          | 56        |
| 11.6                                       | Assignment of Declarant's Rights .....                   | 57        |
| <b>ARTICLE 12 DISPUTE RESOLUTION .....</b> |                                                          | <b>57</b> |
| 12.1                                       | Introduction and Definitions.....                        | 57        |
| 12.2                                       | Mandatory Procedures.....                                | 58        |
| 12.3                                       | Claim Affecting Common Areas .....                       | 58        |
| 12.4                                       | Claim by Lot Owners – Improvements on Lots .....         | 62        |
| 12.5                                       | Notice.....                                              | 65        |
| 12.6                                       | Negotiation .....                                        | 66        |
| 12.7                                       | Mediation .....                                          | 66        |
| 12.8                                       | Binding Arbitration-Claims.....                          | 66        |
| 12.9                                       | Allocation of Costs.....                                 | 68        |
| 12.10                                      | General Provisions.....                                  | 68        |
| 12.11                                      | Period of Limitation.....                                | 68        |
| 12.12                                      | Funding the Resolution of Claims.....                    | 69        |
| 12.13                                      | Waiver of Rights under Certain Statutory Provisions..... | 69        |

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**  
**THE OASIS ROCKPORT**

This Declaration of Covenants, Conditions and Restrictions for The Oasis Rockport (the “**Declaration**”) is made by **THE OASIS RESORT OF ROCKPORT, INC.**, a Texas corporation (the “**Declarant**”), and is as follows:

**R E C I T A L S:**

**A.** This Declaration is filed with respect to that certain real property located in Aransas County, Texas, as more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference (the “**Property**”). Declarant is the owner of the Property.

**B.** Declarant desires to create and carry out a uniform plan for the development, improvement, and sale of the Property.

**C.** By the Recording of this Declaration, Declarant serves notice that the Property is subject to the terms and provisions of this Declaration.

**NOW, THEREFORE**, it is hereby declared: (i) that the Property (or any portion thereof) will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Declaration uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of this Declaration, the text will control.

**ARTICLE 1**  
**DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

“**Access Gates**” mean any subdivision entry facilities serving the Property, including, but not limited to, gates, call boxes, controllers and all other facilities associated with operation of gates restricting access to the Private Streets. The Access Gates, if any, are hereby designated as Common Area. Neither Declarant nor the Association shall be obligated, to construct or install access gates.

**"Applicable Law"** means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Property in effect at the time a provision of the Restrictions is applied, and pertaining to the subject matter of the Restriction provision, any other applicable building codes, zoning restrictions and permits or other applicable regulations. Statutes, ordinances and regulations specifically referenced in the Restrictions are "Applicable Law" on the date of the Restrictions, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

**"Architectural Control Committee"** or **"ACC"** means the committee created pursuant to this Declaration to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any Improvements on a Lot. As provided in *Article 7* below, the Declarant acts as the ACC and the ACC is not a committee of the Association until the Declarant has assigned its right to appoint and remove all ACC members to the Association in a Recorded written instrument.

**"Assessment"** or **"Assessments"** means assessments imposed by the Association under this Declaration.

**"Assessment Unit"** has the meaning set forth in *Section 6.7.2*.

**"Association"** means The Oasis Rockport Residential Community, Inc., a Texas nonprofit corporation, which will be created by Declarant to exercise the authority and assume the powers specified in *Article 4* and elsewhere in this Declaration.

**"Board"** means the Board of Directors of the Association.

**"Bulk Rate Contract"** or **"Bulk Rate Contracts"** means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, "broadband" services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services, wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial to all or a portion of the Property. Each Bulk Rate Contract must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

**"Bylaws"** means the Bylaws of the Association.

**"Certificate"** means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

**"City"** means the City of Rockport, Texas.

**"Common Area"** means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities held by the Declarant for the benefit of the Association or its Members. Common Area includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public.

**"Community Manual"** means the community manual, which may be initially adopted and recorded by the Declarant as part of the initial project documentation for the benefit of the Association and the Property. The Community Manual may include the Bylaws, Rules and Regulations and other policies governing the Association. The Community Manual may be amended or supplemented, from time to time, by the Declarant during the Development Period. Any amendment to the Bylaws, Rules and Regulations and other policies governing the Association prosecuted by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

**"Community Systems"** means any and all cable television, telecommunications, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennas, satellite dishes, equipment, materials and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by Declarant pursuant to any grant of easement or authority by Declarant within the Property.

**"Declarant"** means **THE OASIS RESORT OF ROCKPORT, INC.**, a Texas corporation, its successors or assigns; provided that any assignment(s) of the rights of **THE OASIS RESORT OF ROCKPORT, INC.**, a Texas corporation, as Declarant, must be expressly set forth in writing and Recorded.

**Declarant enjoys special rights and privileges to help protect its investment in the Property. These special rights are described in this Declaration. Many of these rights do not terminate until either Declarant: (i) has conveyed all Lots which may be created out of the Property; or (ii) voluntarily terminates these rights by a Recorded written instrument.**

**"Design Guidelines"** means the standards for design, construction, landscaping, and exterior items proposed to be placed on any Lot adopted pursuant to *Section 7.2.3*, as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property. At Declarant's option, Declarant

may adopt or amend from time to time the Design Guidelines for the Property or any portion thereof. Notwithstanding anything in this Declaration to the contrary, the Declarant will have no obligation to establish Design Guidelines for the Property or any portion thereof.

**“Development Period”** means the period of time beginning on the date when this Declaration has been Recorded, and ending twenty (20) years thereafter, unless earlier terminated by a Recorded written instrument executed by the Declarant. Declarant may terminate the Development Period by an instrument executed by Declarant and Recorded. The Development Period is the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property.

**“Homebuilder”** means an Owner (other than the Declarant) who acquires a Lot for the construction of a single family residence for resale to a third party.

**“Improvement”** means all physical enhancements and alterations to the Property, including but not limited to grading, clearing, removal of trees, alteration of drainage flow, and site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

**“Lot”** means any portion of the Property designated by Declarant or as shown as a subdivided Lot on a Plat other than Common Area.

**“Majority”** means more than half.

**“Manager”** has the meaning set forth in *Section 4.5.8*.

**“Members”** means every person or entity that holds membership privileges in the Association.

**“Mortgage”** or **“Mortgages”** means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

**“Mortgagee”** or **“Mortgagees”** means the holder(s) of any Mortgage(s).

**“Owner”** means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but does not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

**“Plat”** means a Recorded subdivision plat of any portion of the Property, and any amendments thereto.

**“Private Street”** or **“Private Streets”** means any areas designated as private streets on any Plat. The Private Streets shall be used for vehicular and pedestrian ingress and egress to and from the Lots and are hereby designated as Common Area. The Private Streets will be maintained by the Association in good condition and repair, as determined from time to time by the Board, in accordance with Applicable Law.

**“Property”** means that certain real property located in Aransas County, Texas, as more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 11.3* and *Section 11.4* of this Declaration.

**“Record, Recordation, Recorded and Recording”** means recorded or to be recorded in the Official Public Records of Aransas County, Texas.

**“Resident”** means an occupant or tenant of a Lot, regardless of whether the person owns the Lot.

**“Restrictions”** means the restrictions, covenants, and conditions contained in this Declaration, the Design Guidelines, Bylaws, Community Manual, Rules and Regulations, or in any other rules and regulations promulgated by the Association pursuant to this Declaration, as adopted and amended from time to time. *See Table 1* for a summary of the Restrictions.

**“Rules and Regulations”** means any instrument, however denominated, which may be adopted by the Declarant as part of the Community Manual or subsequently adopted by the Board for the regulation and management of the Property or the Common Area, including any amendments to those instruments. Until expiration or termination of the Development Period, the Declarant may unilaterally amend the Rules and Regulations, and must approve any amendment to the Rules and Regulations adopted by the Board.

**“Solar Energy Device”** means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

**“Tree and Landscape Regulations”** means Chapter 106 of the City of Rockport, Texas Code of Ordinances, as amended, establishing the requirements for the provision of landscape elements and their maintenance and tree preservation and mitigation.

| <b>TABLE 1: RESTRICTIONS</b>                                       |                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Declaration</b> (Recorded)                                      | Creates obligations that are binding upon the Association and all present and future owners of Property.                                                                                                                                                                                                                                   |
| <b>Certificate of Formation</b> (Recorded)                         | Establishes the Association as a Texas nonprofit corporation.                                                                                                                                                                                                                                                                              |
| <b>Bylaws</b> (Recorded)                                           | Governs the Association’s internal affairs, such as elections, meetings, etc.                                                                                                                                                                                                                                                              |
| <b>Community Manual</b> (Recorded)                                 | Establishes Rules and Regulations and policies governing the Association.                                                                                                                                                                                                                                                                  |
| <b>Design Guidelines</b> (if adopted, Recorded)                    | Governs the design and architectural standards for the construction of Improvements and modifications thereto. The Declarant shall have no obligation to adopt the Design Guidelines.                                                                                                                                                      |
| <b>Rules and Regulations</b> (if adopted, Recorded)                | Regulates the use of property, activities, and conduct within the Property or the Common Area.                                                                                                                                                                                                                                             |
| <b>Board Resolutions</b> (adopted by the Board of the Association) | Establishes rules, policies, and procedures for the Property, Owners and Association.                                                                                                                                                                                                                                                      |
| <b>Notice of Withdrawal of Land</b> (Recorded)                     | Withdraws and removes land from the Property so that such land is no longer burdened by the terms of this Declaration and no longer under the jurisdiction of the Association.                                                                                                                                                             |
| <b>Notice of Addition of Land</b> (Recorded)                       | Adds additional land to the Property, so such land will be considered part of the Property and subject to the terms of this Declaration and under the jurisdiction of the Association.                                                                                                                                                     |
| <b>Notice of Plat Recordation</b> (Recorded)                       | Identifies specific residential Lots within a Plat. Upon recordation of a Notice of Plat Recordation, the Property included within the Plat not comprising a residential Lot will automatically be withdrawn from the terms and provisions of this Declaration. Declarant shall have no obligation to Record a Notice of Plat Recordation. |

## ARTICLE 2 GENERAL AND USE RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

### 2.1 General.

2.1.1 Conditions and Restrictions. All Lots within the Property will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Restrictions.

2.1.2 Ordinances. Ordinances and requirements imposed by local governmental authorities are applicable to all Lots within the Property. Compliance with the Restrictions is not a substitute for compliance with Applicable Law. Please be advised that the Restrictions do not purport to list or describe each restriction which may be applicable to a Lot located within the Property. Each Owner is advised to review all ordinances, requirements, regulations and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the ACC for approval. Furthermore, approval by the ACC should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirements, regulations or encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the ACC.

#### NOTICE

**The Restrictions are subject to change from time to time. By owning or occupying a Lot, you agree to remain in compliance with the Restrictions, as they may change from time to time.**

2.2 Tree and Landscape Regulations. The Property is subject to that certain Tree and Landscape Regulations (the "**Regulations**") pursuant to Chapter 106 of the City of Rockport Code of Ordinances, as amended. Each Owner is hereby advised by the Declarant that the Regulations contain certain requirements for landscape design, landscape maintenance and tree preservation and mitigation and may be subject to enforcement actions for noncompliance with said Regulations. Each Owner is advised to review the Tree and Landscape Regulations prior to commencement of landscape Improvements on the Property.

2.3 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Property or the Common Area (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and Improvements, including but not limited to any amenity centers, reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Common Area may include uses which are not shown on the Conceptual Plans. Neither Declarant nor any

Homebuilder or other developer of any portion of the Property or the Common Area makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Common Area and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans or any statements made by the Declarant or any of Declarant's representatives regarding the proposed land uses, or proposed or planned Improvements in making the decision to purchase any land or Improvements within the Property. Each Owner who acquires a Lot within the Property acknowledges that development of the Property and/or the Common Area will likely extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or the Common Area or changes in the Conceptual Plans as they may be amended or modified from time to time.

**2.4 Single-Family Residential Use.** The Lots shall be used solely for private single family residential purposes.

No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except an Owner or Resident may conduct business activities within a residence so long as: (i) such activity complies with all Applicable Law; (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed in the Lot; (iii) the business activity does not involve customers, contractors, clients, or the general public visiting the residence to conduct activities related to the business; (iv) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Lot, sound, or smell from outside the residence; (v) the business activity does not involve door-to-door solicitation of residents within the Property; (vi) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vii) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board; and (viii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Homebuilder.

Notwithstanding any provision in this Declaration to the contrary, until the expiration or termination of the Development Period:

(i) Declarant and/or its licensees may construct and maintain upon portions of the Common Area, any Lot, or portion of the Property owned by the Declarant, such facilities and may conduct such activities which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family residences constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its licensees shall have an easement over and across the Common Area for access and use of such facilities at no charge; and

(ii) Declarant and/or its licensees will have an access easement over and across the Common Area for the purpose of making, constructing and installing Improvements upon the Common Area.

**2.5 Subdividing.** No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the ACC; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the ACC.

**2.6 Hazardous Activities.** No activities may be conducted on or within the Property and no Improvements may be constructed on or within any portion of the Property which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Property unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Property may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

**2.7 Insurance Rates.** Nothing shall be done or kept on the Property which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, or the Improvements located thereon, without the prior written approval of the Board.

**2.8 Mining and Drilling.** No portion of the Property may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons,

minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Property by the Declarant. Furthermore, this provision will not be interpreted to prevent the drilling of water wells by the Declarant or otherwise approved in advance by the ACC which are required to provide water to all or any portion of the Property. All water wells must also be approved in advance by any applicable regulatory authority.

**2.9     Noise.** No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its Residents.

**2.10     Animals – Household Pets.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Property (as used in this paragraph, the term “domestic household pet” shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, monkeys, chickens or other exotic animals). The Board may determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner may keep on such Owner’s Lot more than three (3) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than within the Owner’s residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Property. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended on porches, in unfenced portions of yards, or other unfenced outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. If the Board determines, in its sole discretion, that a pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Property.

**2.11     Rubbish and Debris.** As determined by the Board, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Property, and no odors will be permitted to arise therefrom so as to render all or any portion of the Property unsanitary, unsightly, offensive, or detrimental to any other property or Residents. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an

independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

**2.12 Maintenance.** The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section 2.10* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Board, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing and edging.
- (iii) Tree and shrub pruning.
- (iv) Replacement of dead trees and other dead landscaping.
- (v) Watering.
- (vi) Keeping exterior lighting and mechanical facilities in working order.
- (vii) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (viii) Keeping planting beds free of turf grass.
- (ix) Keeping sidewalks, curbs, walkways, alleys and driveways in good repair.
- (x) Complying with Applicable Law.
- (xi) Repainting of Improvements.
- (xii) Repair of exterior damage, and wear and tear to Improvements.

**2.13 Association's Maintenance Right.** The Board shall have the right, but not the duty, to designate portions of Lots (including the exterior of single-family residences thereon), for maintenance by the Association at the Lot Owner's expense. The designation by the Board may be based on circumstantial categories, such as vacant lots, unoccupied residences, or on the Association's experience with a particular Owner or category of Owners. The type of maintenance designated by the Board for performance by the Association is not required to be uniform for all designated lots, and may change from time to time, as determined in the Board's

sole discretion. The Board's designation may be based on several considerations, including but not limited to, the Board's reasonable belief that an Owner is not able or willing to maintain his or her Lot in accordance with the requirements set forth in this Declaration. The Board, in its sole discretion, shall determine all aspects of the maintenance to be performed by the Association pursuant to a designation contemplated by this *Section 2.11*, including, but not limited to, the scope, quality, quantity, frequency, timing, cost and the performer. The full cost of all expenses incurred pursuant to this *Section 2.11* to maintain, repair or replace an Owner's Lot shall be an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided in *Section 6.10* of this Declaration. In the event of any conflict between the terms and provisions of this *Section 2.11*, if any, and the terms and provisions of any of the Restrictions, the terms and provisions of this *Section 2.11* will control.

**2.14 Street Landscape Area-Owner's Obligation to Maintain Landscaping.** Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the curb of any adjacent right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area is performed by the Association and/or the City. If the maintenance of any ST Landscape Area is the responsibility of the City, and the City fails to properly maintain the ST Landscape Area, as determined in the sole and absolute discretion of the Board, the Association, if allowed by Applicable Law, may have the responsibility for maintaining such ST Landscape Area and the costs incurred, or estimated to be incurred, by the Association shall be discharged through Assessments.

**2.15 Antennas.** Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, shall be erected, maintained or placed on a Lot without the prior written approval of the ACC; provided, however, that:

- (i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or
- (ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or
- (iii) an antenna that is designed to receive television or radio broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the ACC, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master

antenna, cable, or other communication system for the benefit of all or any portion of the Property.

**2.16 Location of Permitted Antennas.** A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, Common Area, or any other portion of the Property. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Property, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the ACC are as follows:

- (i) Attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the roof fascia, soffit, or bargeboard and screened from view of adjacent Lots and the street; then
- (ii) Attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the roof fascia, soffit, or bargeboard and screened from view of adjacent Lots and the street.

The ACC may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules may be modified by the ACC from time to time. Please contact the ACC for the current rules regarding installation and placement.

**2.17 Signs.** Unless otherwise prohibited by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without prior written approval of the ACC, except for:

- (i) signs which are expressly permitted pursuant to this Declaration, the Design Guidelines (if adopted), or the Rules and Regulations;
- (ii) signs which are part of Declarant or Homebuilder's overall marketing, sale, or construction plans or activities for the Property;
- (iii) one (1) temporary "For Sale" sign placed on the Lot. The sign must be professionally made and shall be limited to a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post. The overall height of the sign from the finished grade of the Lot at the

spot where the sign is located may not exceed four (4) feet. The sign must be removed within two (2) business days following the sale of the Lot;

(iv) candidate or measure signs may be erected provided the sign: (a) is erected no earlier than the ninetieth (90<sup>th</sup>) day before the date of the election to which the sign relates; (b) is removed no later than the tenth (10<sup>th</sup>) day after the date of the election to which the sign relates; and (c) is ground-mounted. Only one sign may be erected for each candidate or measure. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Election Code are prohibited;

(v) a maximum of two (2) school or youth affiliated signs shall be permitted, provided the sign(s): (a) is located in the landscaping bed of the front yard and blends in with the existing landscaping; (b) is no larger than 36" x 42" and does not exceed five feet (5') in height above natural ground; (c) is constructed of wood, plastic or metal and are not flags or banners, as determined in the sole and absolute discretion of the Board; (d) is kept in good condition and repair, as determined in the sole and absolute discretion of the Board; (e) does not cause embarrassment, discomfort and/or annoyance to other Owners, as determined in the sole and absolute discretion of the Board; and (f) does not contain any telephone numbers or commercial advertisements;

(vi) permits as may be required by legal proceedings;

(vii) permits as may be required by any governmental entity;

(viii) a "no soliciting" and "security warning" sign near or on the front door of the residence, provided, that the sign may not exceed twenty-five (25) square inches;

(ix) signs for a special event at an Owner's residence (e.g., a family reunion), provided such signs are not displayed for longer than one (1) day in advance or one (1) day after such event; and

(x) signs advertising a garage sale at an Owner's residence; provided, however, that each Owner is limited to one (1) garage sale per year.

**The following signs are expressly prohibited:**

(A) Contractor signs, except as set forth in *Section 2.16(ii)* above.

**2.18 Flags – Approval Requirements.** An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of

the United States armed forces, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and is permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) Permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the ACC. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

**2.19    Flags – Installation and Display.** Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (i)      No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;
- (ii)     Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
- (iii)    Any Permitted Flag displayed on either a Permitted Flagpole or a Freestanding Flagpole may not be more than three feet in height by five feet in width (3'x5');
- (iv)    With the exception of flags displayed on Common Area or any Lot which is being used for marketing purposes by the Declarant or a Homebuilder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (v)     The display of a Permitted Flag, or the location and construction of a Permitted Flagpole or Freestanding Flagpole must comply with all Applicable Law, easements and setbacks of record;
- (vi)    Each Permitted Flagpole and Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction thereof and harmonious with the residence;
- (vii)   Any Permitted Flag, Permitted Flagpole, and Freestanding Flagpole must be maintained in good condition and any deteriorated Permitted Flag or deteriorated or structurally unsafe Permitted Flagpole or Freestanding Flagpole must be repaired, replaced or removed;

(viii) A Permitted Flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring Lot; and

(ix) Any external halyard of a Permitted Flagpole or Freestanding Flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the Permitted Flagpole or Freestanding Flagpole.

**2.20 Tanks.** The ACC must approve any tank used or proposed in connection with a residence, including tanks for storage of fuel, water, oil, or liquid petroleum gas (LPG). No elevated tanks of any kind may be erected, placed or permitted on any Lot without the advance written approval of the ACC. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the ACC. This provision will not apply to a tank used to operate a standard residential gas grill.

**2.21 Temporary Structures.** No tent, shack, or other temporary building, Improvement, or structure shall be placed upon the Property without the prior written approval of the ACC; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for Declarant, Homebuilders, architects, and foremen during actual construction may be maintained with the prior approval of Declarant (unless placed by the Declarant), approval to include the nature, size, duration, and location of such structure.

**2.22 Outside Storage Buildings.** Outside storage buildings are expressly prohibited.

**2.23 Unsightly Articles.** No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, graders, trucks other than pickups, tractors, boats, wagons, buses, dirt bikes, motocross bikes, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Trailers are not permitted on any Lot at any time. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag or vehicle registration shall be permitted to remain visible on any Lot or to be parked on any roadway within the Property or Common Area. Notwithstanding the foregoing, marine craft and all-terrain vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period. Unless operated by Declarant or a Homebuilder, no vehicles (including, without

limitation, trucks, vans or commercial vehicles) with commercial writings on their exteriors shall be allowed except temporarily within the Property and the Common Area during normal business hours for the purpose of serving a Lot or Common Area; provided, however, no such vehicle shall remain on the Property or the Common Area overnight without the Board's prior written consent.

**2.24 Mobile Homes, Travel Trailers and Recreational Vehicles.** No mobile homes, travel trailers or recreational vehicles shall be parked or placed on any street right of way, Lot, or used as a residence, either temporary or permanent, at any time. However, such vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period.

**2.25 Basketball Goals; Permanent and Portable.** Permanent basketball goals are permitted in the front of the residence on a Lot provided the basketball goal is located at least ten feet (10') away from the street curb. The basketball goal backboard must be perpendicular to the street and mounted on a metal pole permanently installed in the ground. Portable basketball goals are permitted but must be stored in the rear of the Lot or inside the garage when not in use. Basketball goals must be properly maintained and painted, with the net in good repair. **Neither permanent nor portable basketball goals are permitted in any street right-of-way, sidewalk or Common Area and must be approved by the ACC prior to installation.**

**2.26 Compliance with Restrictions.** Each Owner, his or her family, Residents of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of the Restrictions and may result in a fine against the Owner in accordance with *Section 6.12* of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association, the ACC, or by an aggrieved Owner. The result of every act or omission that violates any provision of the Restrictions is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Restrictions, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). **Each such Owner shall release and hold harmless the Association and its officers, directors, employees**

and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.24* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

**2.27 Liability of Owners for Damage to Common Area.** No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area without the prior written approval of the Board and the Declarant during the Development Period. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other Resident of such Owner's Lot, or any guest or invitee of such Owner or Resident. The full cost of all repairs of such damage shall be an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided in *Section 6.10* of this Declaration.

**2.28 No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of the Restrictions. Any Owner acquiring a Lot in reliance on one or more of the Restrictions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

**2.29 Party Wall Fences and Walls.** A fence, wall or shared driveway located on or near the dividing line between two (2) Lots and intended to benefit both Lots is subject to the terms of this *Section 2.27* and constitutes a "Party Wall" and, to the extent not inconsistent with the provisions of this *Section 2.27*, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions.

**2.29.1 Encroachments & Easement.** If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this *Section 2.27*. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

**2.29.2 Right to Repair.** If the Party Wall is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or

rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the ACC in accordance with *Article 7* of this Declaration.

2.29.3 Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is solely responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Aransas County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this *Section 2.27* is appurtenant to the Lot and passes to the Owner's successors in title.

2.29.4 Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the ACC.

2.29.5 Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this *Section 2.27* (the "**Dispute**"), the parties shall submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board shall appoint a mediator. If the Dispute is not resolved by mediation, the Dispute shall be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator. The decision of the arbitrator shall be binding upon the parties and shall be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

**2.30 Playscapes and Sports Courts.** Playscapes and sport courts are permissible at the sole discretion of the ACC and must be approved prior to installation. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Sport Courts may not be lighted or enclosed with netting. Tennis courts are not permitted.

**2.31 Decorations and Lighting.** A maximum of three (3) sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be permitted on a Lot, provided that such decorations: (i) blend in with the existing landscaping and residence constructed on the Lot; (ii) are no larger than three (3) feet in height above natural ground; (iii) are kept in good condition and repair, as determined in the sole and absolute discretion of the Board; (iv) do not cause embarrassment, discomfort and/or annoyance to other Owners, as determined in the sole and absolute discretion of the Board; and (v) do not contain any telephone numbers or commercial advertisements. Customary seasonal decorations for holidays are permitted without approval by the ACC but shall be removed within thirty (30) days of the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any street unless otherwise approved by the ACC.

**2.32 Exterior Window Air Conditioning Units.** No exterior window air conditioning units are permitted on any Lot without the advance written approval of the ACC.

**2.33 Window Treatments.** An Owner may install window treatments inside the residence constructed on his or her Lot, provided that the window treatments, including drapes, blinds, shades or shutters, must appear to be (i) clear, (ii) white, (iii) near-white light neutral; or (iv) light wood tone when viewed from adjacent property. The use of newspaper, bed sheets, tablecloths, or other obviously non-drapery fabrics, aluminum foil, and reflective materials as window treatments are expressly prohibited.

**2.34 Shared Mailboxes.** Several mailbox kiosks (the “**Shared Mailboxes**”) may have been installed by Declarant to serve the Owners. Such Shared Mailboxes are hereby designated as Common Area, and the Association shall maintain the Shared Mailboxes in good condition and repair in accordance with United States Postal Service requirements. The costs incurred, or estimated to be incurred, by the Association for maintenance of the Shared Mailboxes shall be discharged through Assessments. Notwithstanding the foregoing, individual Owners are required to replace the locks and/or keys as needed and are responsible for the cost associated therewith.

**2.35 Release and Indemnity.** EACH OWNER AND OWNER’S FAMILY MEMBERS, GUESTS, TENANTS, INVITEES, AGENTS, AND CONTRACTORS (EACH, A “USER” HEREIN) HEREBY RELEASE AND HOLD HARMLESS THE ASSOCIATION, DECLARANT,

THE ACC AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF USER'S USE OF ANY COMMON AREA PROPERTY, COMMUNITY AMENITIES, OR COMMUNITY FACILITIES. EVERY USER IDENTIFIED ABOVE SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, DECLARANT, THE ACC AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE INCURRED OR THAT MAY ARISE BY REASON OF THE USE OF OR ENTRY UPON ANY COMMON AREA PROPERTY, COMMUNITY AMENITIES, OR COMMUNITY FACILITIES (INCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S OR DECLARANT'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION OR DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE, OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE. USE OF ANY COMMON AREA PROPERTY, COMMUNITY AMENITIES, OR COMMUNITY FACILITIES IS CONDITIONED UPON ACCEPTANCE OF THE FOREGOING RELEASE AND INDEMNITY OBLIGATIONS.

### ARTICLE 3 CONSTRUCTION RESTRICTIONS

**3.1 Approval for Construction.** Unless prosecuted by the Declarant, no Improvements shall be placed, maintained, erected or constructed upon any Lot without the prior written approval of the ACC in accordance with *Article 7* of this Declaration.

**3.2 Rentals.** Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes. All leases shall be in writing. The Owner must provide to its lessee copies of the Restrictions and shall notify its lessee of any changes or additions thereto. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner, if requested by the Board, on or before the expiration of ten (10) days after the effective date of the lease. Notwithstanding the foregoing, Declarant and its affiliates shall be exempt from the rental restrictions contained in this *Section 3.2*, and this *Section 3.2* may not be amended or modified without Declarant's written and acknowledged consent.

**3.3 Short Term Rentals.** Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for short term rental purposes, including leasing any Unit through any platform for Short Term Rentals (e.g. AirBnB, VRBO,

Homeaway, or any other advertisement or leasing platform). Notwithstanding anything contained in the Declaration or the Documents, all Short Term Rentals must comply with Applicable Law, including, but not limited to, rules and/or regulations adopted from time to time by the City of Rockport, Aransas County, or the State of Texas, including any and all permitting, licensing, applications, fees and the like.

**3.4 Fences.** All fences and walls shall comply with all Applicable Law. Unless otherwise approved by the ACC, no fence, wall or hedge will be erected or maintained on any Lot. All fences that are Party Walls shall be subject to *Section 2.27* of this Declaration.

**3.5 Trash Containers.** Unless it is within twelve (12) hours before or after the designated trash and recycling pickup time, trash containers and recycling bins must be stored inside the garage of the single-family residence constructed on the Lot or in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot. The Board shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

**3.6 Drainage.** There shall be no interference with the established drainage patterns over any of the Property, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the ACC. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

**3.7 Construction Activities.** The Restrictions will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by the Declarant or a Homebuilder upon or within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of the Restrictions by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the ACC may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

**3.8 Roofing.** The roofs of all buildings shall be approved by the ACC unless the Owner is replacing the roof with the same materials and color as originally constructed by Declarant or Homebuilder. Roofs of buildings may be constructed with "**Energy Efficient Roofing**" with the advance written approval of the ACC. For the purpose of this *Section 3.7*, "**Energy Efficient Roofing**" means shingles that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary

composite shingles; or (iii) provide solar generation capabilities. The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (a) resemble the shingles used or otherwise authorized for use within the community; (b) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (c) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Restrictions. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in this *Section 3.7*. Any other type of roofing material shall be permitted only with the advance written approval of the ACC.

**3.9 Swimming Pools.** Swimming pools are expressly prohibited.

**3.10 Compliance with Setbacks and Easements.** No residence or Improvement may be constructed on any Lot nearer to a street than the minimum building setback lines shown on the Plat and no Improvement shall be located on any drainage, utility or conservation easement, unless otherwise permitted pursuant to Applicable Law.

**3.11 Solar Energy Device.** Solar Energy Devices may be installed with the advance written approval of the ACC in accordance with the procedures set forth below.

**3.11.1 Application.** To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the “**Solar Application**”). A Solar Application may only be submitted by an Owner unless the Owner’s tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application. The Solar Application shall be submitted in accordance with the provisions of *Article 7* of this Declaration.

**3.11.2 Approval Process.** The ACC will review the Solar Application in accordance with the terms and provisions of *Article 7* of this Declaration. The ACC will approve a Solar Energy Device if the Solar Application complies with *Section 3.10.3* below **UNLESS** the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.10.3*, will create a condition that substantially interferes with the use and enjoyment of the property within the Property by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC’s right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on Common Area or property maintained by the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.10* when considering any such request.

3.11.3 Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (a) the Solar Energy Device may not extend higher than or beyond the roofline; (b) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; and (c) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

**3.12 Rainwater Harvesting Systems.** Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the ACC.

3.12.1 Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

3.12.2 Approval Process. The decision of the ACC will be made in accordance with *Article 7* of this Declaration. Any proposal to install a Rainwater Harvesting System on Common Area must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.11* when considering any such request.

3.12.3 Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the ACC.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the ACC.

3.12.4 Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, or another Owner's Lot, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, or another Owner's Lot, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the ACC.

**3.13 Xeriscaping.** As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("Xeriscaping") upon written approval by the ACC. All Owners implementing Xeriscaping shall comply with the following:

3.13.1 Application. Approval by the ACC is required prior to installing Xeriscaping. To obtain the approval of the ACC for Xeriscaping, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written

confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The ACC is not responsible for: (a) errors or omissions in the Xeriscaping Application submitted to the ACC for approval; (b) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (c) the compliance of an approved application with Applicable Law.

3.13.2 Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, or otherwise required to be approved under Applicable Law, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the ACC. For purposes of this *Section 3.12*, “aesthetically compatible” shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner’s Lot plan may be denied if the ACC determines that: (a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or (b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner’s Lot.

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over thirty percent (30%) of such Owner’s front yard or fifty percent (50%) of such Owner’s back yard.

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the ACC.

3.13.3 Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.12* when considering any such request.

3.13.4 Approval. Each Owner is advised that if the Xeriscaping Application is approved by the ACC, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance

with the approved Xeriscaping Application, the ACC may require the Owner to: (a) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the Property; or (b) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

### **3.14 Water Quality Facilities, Drainage Facilities and Drainage Ponds.**

3.14.1 The Property may include, now or in the future, one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property and are inspected, maintained and administered by the Association in accordance with all Applicable Law. Access to these facilities and ponds is limited to persons engaged by the Association or their respective agents to periodically maintain such facilities. Each Owner is advised that the water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the proper operation of the Property and may periodically hold standing water. Each Owner is advised that entry into the water quality facilities, sedimentation, drainage and detention facilities or ponds may result in injury and is a violation of the Rules and Regulations.

### **3.15 Garages.** No garage shall be constructed on a Lot.

**3.16 Parking.** All Owners and Residents are encouraged to park vehicles in the garage on their Lot and use the driveways on their Lot as overflow parking. The interior streets are designated as fire lanes and may not be used as regular parking areas. On street parking is limited to guests and visitors and long term parking on the interior streets is prohibited. A vehicle parked on a street without being moved for twenty-four hours or more, shall be considered long term parking and may be subject to towing at the Owner's expense. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard, as determined by the Board in its sole discretion. No vehicle may be parked in a manner that obstructs or otherwise blocks ingress and egress to any part of the Property by an emergency vehicle, as determined by the Board in its sole discretion. The parking of vehicles in the yard of any Lot is not permitted.

## **ARTICLE 4**

### **THE OASIS ROCKPORT RESIDENTIAL COMMUNITY, INC.**

**4.1 Organization.** The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas nonprofit corporation. Neither the Certificate nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

## 4.2 Membership.

4.2.1 Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot. Within thirty (30) days after acquiring legal title to a Lot, if requested by the Board, an Owner must provide the Association with: (i) a copy of the recorded deed by which the Owner has acquired title to the Lot; (ii) the Owner's address, email address, phone number, and driver's license number, if any; (iii) any Mortgagee's name and address; and (iv) the name, phone number, and email address of any Resident other than the Owner.

**If you acquire a Lot, you automatically become a member of the Association.  
Membership is Mandatory!**

4.2.2 Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all of the Common Area and an access easement by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot, subject to the following restrictions and reservations:

- (i) The right of the Declarant, or the Declarant's designee, to cause such Improvements and features to be constructed upon the Common Area, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion;
- (ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot remains past due and for any period during which such member is in violation of any provision of this Declaration;
- (iii) The right of the Declarant, during the Development Period, and the Board thereafter, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;
- (iv) The right of the Declarant, during the Development Period, and the Board thereafter to grant easements or licenses over and across the Common Area;
- (v) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(vi) The right of the Declarant, during the Development Period, and the Board, with the advance written approval of the Declarant during the Development Period, to promulgate Rules and Regulations regarding the use of the Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

**4.3 Governance.** As more specifically described in the Bylaws, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board and all officers of the Association until the 10th anniversary of the date this Declaration is Recorded. Not later than the 10th anniversary of the date this Declaration is Recorded, or sooner as determined by Declarant, the Board shall hold a meeting of Members of the Association for the purpose of electing one-third (1/3) of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds (2/3) of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individual(s) elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) year term and shall serve until his or her successor is elected or he or she is replaced in accordance with the Bylaws.**

**4.4 Voting Rights.** The right to cast votes and the number of votes which may be cast for election of members to the Board (except as provided by *Section 4.3*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(i) The Owner of each Lot will have one (1) vote for each Lot so owned.

(ii) In addition to the votes to which Declarant is entitled by reason of *Section 4.4(i)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period.

(iii) When more than one person or entity owns a portion of the fee simple interest in any Lot, all such persons or entities will be Members. As more specifically described in the Bylaws, the vote or votes (or fraction thereof) for such Lot will be exercised by the person so designated in writing to the Secretary of the Association by the Owner of such Lot, and in no event will the vote for such Lot exceed the total votes to which such Lot is otherwise entitled under this *Section 4.4*.

**4.5 Powers.** The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

4.5.1 Rules and Regulations, Bylaws and Community Manual. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules, regulations, policies, Bylaws and Community Manual not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Property or the Common Area (including the operation, maintenance and preservation thereof) or the Association. Any Rules and Regulations, policies, Bylaws and Community Manual and any modifications thereto proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

4.5.2 Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

4.5.3 Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

4.5.4 Assessments. To levy and collect assessments, as provided in *Article 6* below.

4.5.5 Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner or Resident, upon any Lot and into any Improvement thereon for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot so entered, will be deemed an Individual Assessment against such Lot, will be secured by a lien upon such Lot, and will be enforced in the same manner and to the same extent as provided in *Article 6* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board will

never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot other than Common Area in enforcing these Restrictions before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. **EACH SUCH OWNER AND RESIDENT WILL RELEASE AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 4.5.5 (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

4.5.6 Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

4.5.7 Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, streets, Private Streets, Access Gates, sidewalks, signs, street lights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (v) Any similar Improvements or facilities.

Nothing set forth above, however, will be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed by the Restrictions or by Applicable Law. In addition, until expiration or termination of the Development Period, any grant or

conveyance under this *Section 4.5.7* must be approved in advance and in writing by the Declarant.

4.5.8 Manager. To retain and pay for the services of a person or firm (the “**Manager**”), which may include Declarant or any affiliate of Declarant, to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

4.5.9 Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, gardening and all other utilities, services, repair and maintenance for any portion of the Property, Common Area, private or public recreational facilities, easements, roads, roadways (including, but not limited to, the Private Streets and Access Gates), rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, and lakes.

4.5.10 Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Restrictions or as determined by the Board.

4.5.11 Construction on Common Area. To construct new Improvements or additions to any property owned, leased, or licensed by the Association, subject to the approval of the Board and the Declarant until expiration or termination of the Development Period.

4.5.12 Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

4.5.13 Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by the Declarant.

4.5.14 Allocation of Votes. To determine votes when permitted pursuant to *Section 4.4* above.

4.5.15 Membership Privileges. To establish Rules and Regulations governing and limiting the use of the Common Area and any Improvements thereon.

**4.6 Conveyance of Common Area to the Association.** The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant, and its assignees, reserves the right, from time to time and at any time, to designate by written and Recorded instrument portions of the Property being held by the Declarant or a third party for the benefit of the Association, in the sole and absolute discretion of the Declarant. Upon the Recording of such designation, the portion of the Property identified therein will be considered Common Area for the purpose of this Declaration, and the Association shall have an easement over and across the Common Area as necessary or required to discharge the Association's obligations under this Declaration, subject to any terms and limitations to such easement set forth in its designation. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Property, for the Property and the general public, or otherwise, as determined in the sole and absolute discretion of the Declarant. All or any real or personal property assigned, transferred and/or conveyed by the Declarant to the Association shall be deemed accepted by the Association upon Recordation, and without further action by the Association, and shall be considered Common Area without regard to whether such real or personal property is designated by the Declarant as Common Area. If requested by the Declarant, the Association will execute a written instrument, in a form requested by the Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of the Declarant or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by the Declarant, in the Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association for no payment.

**4.7 Indemnification.** To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by such person in connection with such

action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (i) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

**4.8 Insurance.** The Board may purchase and cause to be maintained, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability or otherwise.

**4.9 Bulk Rate Contracts.** Without limitation on the generality of the Association powers set out in *Section 4.5* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election, add the charges payable by such Owner under such Bulk Rate Contract to the Assessments against such Owner's Lot. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Declaration with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot which is reserved under the terms and provisions of this Declaration. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12 day period), in addition to all other rights and remedies available pursuant to Applicable Law, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or the Resident of such Owner's Lot) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where

the Owner (or the Resident of such Owner's Lot) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

**4.10 Protection of Declarant's Interests.** Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. The Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

**4.11 Administration of Common Area.** The administration, maintenance, repair and replacement of the Common Area by the Association (such Common Area includes, without limitation, any Improvements and/or facilities thereon and appurtenances thereto) shall be in accordance with the provisions of the Restrictions, Applicable Law, and any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area or by any title insurance company selected by Declarant to insure title to any portion of the Common Area.

**4.12 Right of Action by Association.** The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 12.1* below, relating to the design or construction of Improvements on a Lot (whether one or more). This *Section 4.12* may not be amended or modified without Declarant's written and acknowledged consent and Members entitled to cast at least one hundred percent (100%) of the total number of votes of the Association, which must be part of the Recorded amendment instrument.

**4.13 Streets Within the Property.** The streets located outside the Property are public streets and maintained by applicable governmental authorities. Streets within the Property on the date this Declaration is Recorded are private and maintained by the Association; provided, each Owner is advised that Declarant or the Association may, without obligation, convey one or more streets within the Property to a governmental entity and/or dedicate one or more streets within the Property to the public. In the event a governmental entity assumes maintenance of certain streets within the Property, then the Association may be relieved of its obligation to

maintain such streets with the approval of such governmental entity and Declarant during the Development Period. Private streets are designated by the Declarant as Common Area. The Association, with the advance written consent of the Declarant during the Development Period, may adopt, amend, repeal, and enforce the rules, regulations and procedures for use of the private streets, including but not limited to: (i) identification of vehicles used by Owners and Resident and their guests; (ii) designation of parking areas and no-parking areas, and loading/unloading zones; (iii) limitations or prohibitions on street parking; (iv) removal or prohibition of vehicles that violate applicable rules and regulations; and (v) fines for violations of applicable rules and regulations.

## **ARTICLE 5 INSURANCE**

**5.1 Insurance.** Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance. During the Development Period, Declarant reserves the right to satisfy the insurance obligations of the Association with a master insurance program controlled by Declarant.

### **ARE YOU COVERED?**

**The Association will not provide insurance which covers an Owner's Lot or any Improvements or personal property located on a Lot.**

**5.2 Restoration.** In the event of any fire or other casualty, unless otherwise approved by the ACC, the Owner will promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. The approval of the ACC shall not be required to restore Improvements to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially similar to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect

such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, then at the rate of one and one-half percent (1½%) per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in this Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot. **EACH SUCH OWNER WILL RELEASE AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 5.2, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

**5.3     Mechanic's and Materialmen's Lien.** Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 5*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

## **ARTICLE 6 COVENANT FOR ASSESSMENTS**

### **6.1     Assessments.**

6.1.1     Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 6* will be levied against each Lot in amounts determined pursuant to *Section 6.7* below. The total amount of Assessments will be determined pursuant to *Section 6.3, 6.4, 6.5, and/or 6.6.*

6.1.2 Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this *Article 6*.

6.1.3 Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. Any subsidy and the characterization thereof may be disclosed as a line item in the annual budget prepared by the Board and attributable to such Assessments. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

6.2 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Declaration. The funds of the Association may be used for any purpose authorized by the Restrictions and Applicable Law.

6.3 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association (the "**Regular Assessments**") which sets forth: (i) an estimate of the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under the Restrictions, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing any lighting, the cost of administering and enforcing the Restrictions, and (ii) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses will then be levied at the level of Assessments set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner. All such Regular Assessments will be due and payable to the Association annually on or before the first day of the month, or in such other manner as the Board may designate in its sole and absolute discretion.

6.4 Working Capital Assessment. Each Owner of a Lot purchased directly from either the Declarant or a Homebuilder (the "**New Home Owner**") will pay a one-time working capital assessment (the "**Working Capital Assessment**") to the Association in such amount, if any, as may be determined by the Declarant, until expiration or termination of the Development Period, and the Board thereafter. Such Working Capital Assessment need not be uniform among

all Lots, and the Declarant or the Board is expressly authorized to levy Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The Association may use the working capital to discharge operating expenses. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by the Declarant or a duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by a New Home Owner to one or more co-Owners, or to the New Home Owner's spouse, child, or parent. Additionally, the Declarant, an Owner who is a Homebuilder, and each Owner of a Lot purchased from a party other than the Declarant or a Homebuilder ("**Resale Owner**") will not be subject to the Working Capital Assessment. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, the determination by the Declarant during the Development Period, and the Board thereafter, regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this *Section 6.4*. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 6* and will not be considered an advance payment of such Assessments. The Working Capital Assessment hereunder will be due and payable to the Association immediately upon each transfer of title to a Lot from the Declarant or a Homebuilder to an Owner. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any Working Capital Assessment attributable to a Lot (or all Lots) by the Recordation of a waiver, which waiver may be temporary or permanent.

**6.5     Special Assessments.** In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "**Special Assessments**") whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Restrictions. The amount of any Special Assessments will be at the reasonable discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment 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. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units.

**6.6     Individual Assessments.** In addition to any other Assessments, the Board may levy an individual assessment (the "**Individual Assessment**") against an Owner and the Owner's Lot. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Lot into compliance with this Declaration; fines for violations of the

Restrictions; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Residents of the Owner's Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to the benefit received.

**6.7 Amount of Assessment.**

6.7.1 Assessments to be Levied. The Board shall levy Assessments against each "Assessment Unit" (as defined in *Section 6.8.2* below). Unless otherwise provided in this Declaration, Assessments levied pursuant to *Section 6.3* and *Section 6.6* shall be levied uniformly against each Assessment Unit allocated to a Lot.

6.7.2 Assessment Unit. Each Lot shall constitute one "Assessment Unit" unless otherwise provided in *Section 6.8.3* and *6.8.4*.

6.7.3 Declarant Exemption. Notwithstanding anything in this Declaration to the contrary, no Assessments shall be levied upon Lots owned by Declarant.

6.7.4 Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Property or any Lot from any Assessments levied or charged pursuant to this *Article 6*; or (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Property. Declarant or the Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

**6.8 Late Charges.** If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be levied as an Individual Assessment against the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

**6.9 Owner's Personal Obligation; Interest.** Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefor (or if there is no such highest rate, then at the rate of one and one half percent (1 1/2%) per month), together with

all costs and expenses of collection, including reasonable attorney's fees. Such amounts will be levied as an Individual Assessment against the Lot owned by such Owner.

**6.10 Assessment Lien and Foreclosure.** The payment of all sums assessed in the manner provided in this *Article 6* is, together with late charges as provided in *Section 6.9* and interest as provided in *Section 6.10* hereof and all costs of collection, including attorney's fees as herein provided, secured by the continuing Assessment lien granted to the Association pursuant to *Section 6.1.2* above, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a Recorded first mortgage lien or Recorded first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot in question and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second mortgage lien or Recorded second deed of trust lien of record; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer, agent or attorney of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice may be signed by one of the officers, agents, or attorneys of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Declaration, will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and

payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 6.11*, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer, agent, or attorney of the Association. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such twelve (12) day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, terminate, in such manner as the Board deems appropriate, any utility or cable service provided through the Association and not paid for directly by an Owner or Resident to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Utility or cable service will not be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot will not relieve the Owner of such Lot or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot and on the date of such conveyance Assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than liens superior to the Assessment lien and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the expenses associated with updating the Association's records upon the transfer of a Lot to a third party; provided, however, that no transfer fee will be due upon the transfer of a Lot from Declarant to a third party.

**Yes, the Association *can* foreclose on your Lot!**

**If you fail to pay assessments to the Association, you may lose title to your Lot if the Association forecloses its assessment lien.**

**6.11 Exempt Property.** The following areas will be exempt from the Assessments provided for in this *Article 6*:

- (i) All area dedicated and accepted by a public authority;

- (ii) The Common Area; and
- (iii) Any portion of the Property owned by Declarant.

#### **6.12 Fines and Damages Assessment.**

6.12.1 Board Assessment. The Board may assess fines against an Owner for violations of the Restrictions which have been committed by an Owner, a Resident, or the Owner or Residents guests, agents or invitees. Any fine and/or charge levied in accordance with this *Section 6.13* will be considered an Individual Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or any facilities caused by the Owner, Resident, or their guests, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and Regulations and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

6.12.2 Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 6.10* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 6.1.2* of this Declaration. The fine and/or damage charge will be considered an Assessment for the purpose of this *Article 6* and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 6*.

### **ARTICLE 7 ARCHITECTURAL CONTROL COMMITTEE**

Declarant has a substantial interest in ensuring that Improvements within the Property maintain and enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market and sell all or any portion of the Property. Until Declarant has delegated its right to appoint and remove all members of the ACC to the Board as provided in *Section 7.2.1* below, the ACC will be acting solely in Declarant's interest and will owe no duty to any other Owner or the Association. Notwithstanding any provision in this Declaration to the contrary, Declarant may appoint a single person to exercise the rights of the ACC.

**7.1 Construction of Improvements.** No Improvement may be erected, placed, constructed, painted, altered, modified or remodeled on any Lot, and no Lot may be re-subdivided or consolidated with other Lots or Property, by anyone other than Declarant without the prior written approval of the ACC.

#### **7.2 Architectural Control Committee.**

7.2.1 Composition. The ACC will be composed of not more than three (3) persons (who need not be Members or Owners) appointed as provided below, who will review Improvements proposed to be made by any Owner other than Declarant. Declarant will have the right to appoint and remove (with or without cause) all members of the ACC. Declarant may assign its right to appoint all members of the ACC to the Association by Recorded written instrument, and thereafter, the Board will have the right to appoint and remove (with or without cause) all members of the ACC. Any assignment by Declarant of the right to appoint and remove all members of the ACC may be withdrawn until expiration of twenty-four (24) months after the expiration of the Development Period. If Declarant withdraws its assignment of the right to appoint and remove all members of the ACC, then on the date of such withdrawal, Declarant will have the right to appoint and remove (with or without cause) all members of the ACC. Declarant's right to appoint all members of the ACC will automatically be assigned to the Association upon the expiration of twenty-four (24) months after the expiration of the Development Period. Declarant, at its option, may create and assign specific duties and responsibilities to one or more sub-committees consisting of members and/or nonmembers of the ACC. In the event responsibilities and duties are assigned to a sub-committee, those responsibilities and duties will no longer be discharged by the ACC unless the sub-committee exercising such duties and responsibilities is dissolved by Declarant. The right to create, dissolve, and appoint members of such sub-committees will reside exclusively with Declarant until such time as Declarant has assigned its right to appoint members of the ACC to the Association. The ACC will have the right to employ consultants and advisors as it deems necessary or appropriate.

7.2.2 Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to re-subdivide or consolidate Lots, a proposal for such re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the ACC together with any review fee which is imposed by the ACC in accordance with *Section 7.2.3* to the ACC at the offices of Declarant, at such address as may hereafter be designated in writing from time to time. No re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot, until the plans and specifications and the builder which the Owner intends to use to construct the proposed structure or Improvement have been approved in writing by a Majority of the members of the ACC. The ACC may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the ACC or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The ACC may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the ACC, in its sole discretion, may require. Site plans must be approved by the ACC prior to the clearing of any Lot, or the construction of any Improvements. The ACC may refuse to approve plans and specifications for proposed Improvements, or for the re-subdivision or consolidation of any Lot on any grounds that, in the sole and absolute discretion of the ACC, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

7.2.3 Design Guidelines. Declarant shall have the right, but shall have no obligation to, adopt Design Guidelines and, during the Development Period, will have the power from time to time, to adopt (unless previously adopted by Declarant), amend, modify, or supplement the Design Guidelines, if any. Upon expiration or termination of the Development Period, the ACC, or any sub-committee thereof created pursuant to *Section 7.2.1*, will have the power from time to time, to adopt (if not previously adopted by Declarant), to amend, modify, or supplement the Design Guidelines, if any; provided, however, that any amendment to the Design Guidelines made by a sub-committee will only apply to the Improvements under the jurisdiction of such sub-committee, and during the Development Period, any such amendment, modification or supplement must be approved in advance and in writing by the Declarant. In the event of any conflict between the terms and provisions of the Design Guidelines, if any, and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the ACC will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges will be held by the ACC and used to defray the administrative expenses incurred by the ACC in performing its duties hereunder; provided, however, that any excess funds held by the ACC will be distributed to the Association at the end of each calendar year. The ACC will not be required to review any plans until a complete submittal package, as required by this Declaration and the Design Guidelines, is assembled and submitted to the ACC. The ACC will have the authority to adopt such additional procedural and substantive rules and guidelines (including, without limitation, the imposition of any requirements for certificates of compliance or completion relating to any Improvement and the right to approve in advance any contractor selected for the construction of Improvements), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

7.2.4 Actions of the Architectural Control Committee. The ACC may, by resolution unanimously adopted in writing, designate one or more of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the ACC, except the granting of variances. In the absence of such designation, the vote of a Majority of all of the members of the ACC taken at a duly constituted meeting will constitute an act of the ACC.

7.2.5 Failure to Act. In the event that any plans and specifications are submitted to the ACC as provided herein, and the ACC fails either to approve or reject such plans and specifications for a period of sixty (60) days following such submission, rejection of such plans and specifications by the ACC will be presumed. In furtherance, and not in limitation, of the foregoing, any failure of the ACC to act upon a request for a variance will not be deemed a consent to such variance, and the ACC's written approval of all requests for variances will be expressly required.

7.2.6 Variances. The ACC may grant variances, in its sole and absolute discretion, from compliance with any of the provisions of the Design Guidelines, if any, or this

Declaration. All variances must be evidenced in writing and must be signed by at least a Majority of the members of the ACC. Each variance must also be Recorded; provided however, that failure to record a variance will not affect the validity thereof or give rise to any claim or cause of action against the ACC, including the Declarant or its designee, the Association, or the Board. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Design Guidelines, if any, will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of this Declaration or the Design Guidelines, if any, for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Declaration or the Design Guidelines, if any.

7.2.7 Duration of Approval. The approval of the ACC of any plans and specifications, and any variances granted by the ACC, will be valid for a period of one hundred twenty (120) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred twenty (120) day period and diligently prosecuted to completion within either: (i) one year after issuance of approval of such plans and specifications; or (ii) such other period thereafter as determined by the ACC, in its sole and absolute discretion, the Owner will be required to resubmit such plans and specifications or request for a variance to the ACC, and the ACC will have the authority to re-evaluate such plans and specifications in accordance with this Section 7.2.7 and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

7.2.8 No Waiver of Future Approvals. The approval of the ACC to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the ACC.

7.2.9 Non-Liability of Committee Members. NEITHER DECLARANT, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, NOR ANY MEMBER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL CONTROL COMMITTEE'S DUTIES UNDER THIS DECLARATION.

## ARTICLE 8 MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Property. The provisions of this *Article 8* apply to this Declaration and the Bylaws of the Association.

**8.1     Notice of Action.** An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an “**Eligible Mortgage Holder**”), will be entitled to timely written notice of:

(i)     Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is an eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder;

(ii)    Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Restrictions relating to such Lot or the Owner or Resident which is not cured within sixty (60) days; or

(iii)   Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

**8.2     Examination of Books.** The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

**8.3     Taxes, Assessments and Charges.** All taxes, assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots and not to any other portion of the Property.

## ARTICLE 9 GENERAL PROVISIONS

**9.1     Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is Recorded, and continuing through and including January 1, 2074, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word “change” meaning a termination, or change of term or renewal term) is

approved in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 9.1* to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants, as of the date this Declaration is first Recorded, of Charles III, King of England.

**9.2     Eminent Domain.** In the event it becomes necessary for any public authority to acquire all or any part of the Common Area for any public purpose during the period this Declaration is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on the respective Lot.

**9.3     Amendment.** This Declaration may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes entitled to be cast by members of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant, its successors or assigns, during the Development Period. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument.

Subject to any express limitation on amendments set forth in this Declaration, the broad scope of amendment authority set forth in this Section 9.3 is expressly intended to allow for the addition, removal, or modification of terms, restrictions, conditions, covenants, rights, benefits, reservations, and obligations, including, without limitation, use and occupancy restrictions, leasing restrictions, setbacks, voting rights, lien rights, design criteria, maintenance obligations, and disclosures. EACH OWNER OF A LOT OR OTHER REAL PROPERTY INTEREST IN THE PROPERTY (INCLUDING EACH SUBSEQUENT PURCHASER), BY THE ACCEPTANCE OF A DEED OF CONVEYANCE, ACCEPTS THE SAME SUBJECT TO THE AMENDMENT

AUTHORITY SET FORTH IN THIS SECTION 9.3, AND ACKNOWLEDGES, AGREES, AND IS PUT ON NOTICE THAT: (I) AN AMENDMENT TO THIS DECLARATION DULY APPROVED AND RECORDED IN ACCORDANCE HERewith SHALL BE VALID AND BINDING ON THE OWNER AND THE OWNER'S LOT; AND (II) THE BROAD SCOPE OF AMENDMENT AUTHORITY MAY RESULT IN AN AMENDMENT TO THIS DECLARATION THAT: (A) ADDS, REMOVES, OR MODIFIES ANY TERM, RESTRICTION, CONDITION, COVENANT, RIGHT, BENEFIT, RESERVATION, OR OBLIGATION OF EVERY CHARACTER HEREBY GRANTED, CREATED, RESERVED OR DECLARED, INCLUDING WITHOUT LIMITATION, USE AND OCCUPANCY RESTRICTIONS, LEASING RESTRICTIONS, SETBACKS, VOTING RIGHTS, LIEN RIGHTS, DESIGN CRITERIA, MAINTENANCE OBLIGATIONS, DISPUTE RESOLUTION PROCEDURES, AND DISCLOSURES; AND/OR (B) MAY RESULT IN CHANGES OR MODIFICATIONS TO USE AND OCCUPANCY RESTRICTIONS, LEASING RESTRICTIONS, SETBACKS, VOTING RIGHTS, LIEN RIGHTS, DESIGN CRITERIA, MAINTENANCE OBLIGATIONS, OR DISPUTE RESOLUTION PROCEDURES THAT ARE EITHER MORE OR LESS RESTRICTIVE THAN THE RIGHTS, RESTRICTIONS AND OBLIGATIONS APPLICABLE TO THE LOT ON THE DATE THE OWNER ACQUIRED THE LOT. THE FOREGOING LIST IS INTENDED TO BE ILLUSTRATIVE BUT IN NO WAY IMPOSES LIMITATIONS ON THE BROAD SCOPE OF AMENDMENT AUTHORITY SET FORTH IN THIS SECTION 9.3.

**9.4     Roadway and Utility Easements.** Declarant reserves the right to create, locate, relocate, construct, erect, and maintain or cause to be created, located, relocated, constructed, erected, and maintained in and on any portion of the Property then owned by Declarant or any streets maintained by the Association, or areas conveyed to the Association, or areas reserved or held as Common Area, roadways, sewer lines, water lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground with the right of access to the same at any time for the purposes of repair and maintenance.

**9.5     Enforcement.** The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, the Restrictions. The Association and/or the Declarant may initiate, defend, or intervene in any action brought to enforce any provision of the Restrictions. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein. Failure to enforce any right, provision, covenant, or condition set forth in the Restrictions will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Restrictions shall in no event give rise to any claim or

liability against the Declarant, the Association, or any of their partners, directors, officers, or agents. **EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE PROPERTY, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS, OR LIABILITY ASSOCIATED WITH THE FAILURE OF DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE RESTRICTIONS.**

**9.6     Declarant Fine Authority.** During the Development Period, Declarant may assess fines against an Owner for violations of the Restrictions which have been committed by an Owner, a Resident, or any guests, agents, family members, or invitees of an Owner or Resident. The Declarant uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Declarant. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Declarant for enforcing the Restrictions. The Declarant may from time to time adopt a schedule of fines. If the violation of the Restrictions is ongoing or continuous, the fine may be assessed on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis. An Owner is liable for fines levied by the Declarant for violations of the Restrictions by the Owner, a Resident, or any guests, agents, family members or invitees of the Owner or Resident. Regardless of who commits the violation, the Declarant will direct its communications to the Owner, although the Declarant may send copies of its notices to the Residents.

**9.7     Higher Authority.** The terms and provisions of this Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

**9.8     Severability.** If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Declaration, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

**9.9     Conflicts.** If there is any conflict between the provisions of this Declaration, the Certificate, the Bylaws, or any Rules and Regulations adopted pursuant to the terms of such documents, the provisions of this Declaration, the Certificate, the Bylaws, and the Rules and Regulations, in such order, will govern.

**9.10   Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

**9.11 Acceptance by Owners.** Each Owner of a Lot or other real property interest in the Property, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Property, and will bind any person having at any time any interest or estate in the Property, and will inure to the benefit of each Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

**9.12 Damage and Destruction.** The Association shall undertake the following actions subsequent to damage or destruction to all or any part of the Common Area covered by insurance:

9.12.1 Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 9.12.1*, means repairing or restoring the Common Area to substantially the same condition as existed prior to the fire or other casualty.

9.12.2 Repair Obligations. Any damage to or destruction of the Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

9.12.3 Restoration. In the event that it should be determined by the Board that the damage or destruction of the Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

9.12.4 Special Assessment. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board may levy a Special Assessment, as provided in *Article 6*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

9.12.5 Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on their Lots.

9.13 No Partition. Except as may be permitted in this Declaration or amendments thereto, no physical partition of the Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the portion of the Property or Common Area in question has been removed from the provisions of this Declaration pursuant to *Section 11.4* below. This *Section 9.13* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Declaration.

9.14 Notices. Any notice permitted or required to be given to any person by this Declaration will be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.15 View Impairment. Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, or any open space or Common Area within the Property will be preserved without impairment. Neither the Declarant, the ACC, nor the Association shall have any obligation to relocate, prune, thin trees or perform other landscaping. The Association (with respect to any Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

9.16 Safety and Security. Each Owner and Resident of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property within the Property and the Common Area. The Association may, but shall not be obligated to, maintain or support certain activities within the Property and the Common Area designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property or the Common Area, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Property or the Common Area, cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or

intended. Each Owner acknowledges, understands, and shall be responsible for informing any Residents of such Owner's Lot that the Association, its Board and committees, and the Declarant are not insurers or guarantors of security or safety and that each person within the Property assumes all risks of personal injury and loss or damage to the property, including any residences or Improvements constructed upon any Lot and the contents thereof, resulting from acts of third parties.

## **ARTICLE 10 EASEMENTS**

**10.1 Right of Ingress and Egress.** Declarant, its agents, employees, designees, successors and assigns will have a right of ingress and egress over and the right of access to the Common Area to the extent necessary to use the Common Area and the right to such other temporary uses of the Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with the construction and development of the Property. The Property shall be subject to a perpetual non-exclusive easement for the installation and maintenance of, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Community Systems and the facilities pertinent and necessary to the same, which easement shall run in favor of Declarant. Declarant shall have the right, but not the obligation, to install and provide the Community Systems and to provide the services available through the Community Systems to any and all Lots within the Property. Neither the Association nor any Owner shall have any interest therein. Any or all of such services may be provided either directly through the Association and paid for as part of the Assessments or directly to Declarant, any affiliate of Declarant, or a third party, by the Owner who receives the services. The Community Systems shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any person or entity. The rights of Declarant with respect to the Community Systems installed by Declarant and the services provided through such Community Systems are exclusive, and no other person or entity may provide such services through the Community Systems installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

**10.2 Reserved Easements.** All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third party prior to the Property becoming subject to this

Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of most efficiently and economically developing the Property.

**10.3 Utility Easements.** Declarant, during the Development Period, and the Board thereafter, may grant easements over and across the Lots and Common Areas to the extent necessary or required to provide utilities to the Lots, Common Area and any other property owned by the Declarant; provided, however, that such easements do not unreasonably interfere with the use of any residence for residential purposes. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property, for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, electronic communications and internet, master or cable television and security.

**10.4 Subdivision Entry and Fencing Easement.** Notwithstanding any provision in this Declaration to the contrary, Declarant reserves for itself and the Association, an easement over and across the Property and any Common Area for the installation, maintenance, repair or replacement of certain subdivision entry facilities, walls, and/or fencing which serves the Property, the Common Area or any other property owned by the Declarant. Declarant will have the right, from time to time, to Record a written notice which identifies the subdivision entry facilities, walls and/or fencing to which the easement reserved hereunder applies. Declarant may designate all or any portion of the subdivision entry facilities, walls and/or fencing as Common Area by Recorded written notice. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon

**10.5 Landscape and Monument Sign Easement.** Declarant hereby reserves for itself and the Association, an easement over and across the Property and the Common Area for the installation, maintenance, repair or replacement of signs, landscaping, and/or monument signs which serve the Property, the Common Area or any other property owned by the Declarant. Declarant will have the right, from time to time, to Record a written notice, which identifies those portions of the Property, Common Area or property owned by the Declarant to which the easement reserved hereunder applies. Declarant may designate all or any portion of the easement areas reserved hereunder as Common Area. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

**10.6 Easement to Inspect and Right to Correct.** For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for the Declarant's architect, engineer, other design professionals, builder and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, Improvement, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of mechanical or electrical facilities may be warranted by a change of circumstance, imprecise siting of the original facilities, or the desire or necessity to comply more fully with Applicable Law. This *Section 10.6* may not be construed to create a duty for Declarant, the Association, or any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's advanced written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Lot, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Areas and the Owner's Lot and all Improvements thereon for the purposes contained in this *Section 10.6*.

## **ARTICLE 11 DEVELOPMENT RIGHTS**

**11.1 Development by Declarant.** It is contemplated that the Property will be developed pursuant to a plan, which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to pursue the development, construction and marketing of the Property, the right to direct the size, shape, and composition of the Property, the right to create and/or designate Lots and Common Areas and to subdivide all or any portion of the Property pursuant to the terms of this *Section 11.1*, subject to any limitations imposed on portions of the Property by any applicable Plat. These rights may be exercised with respect to any portions of the Property and the Common Area. As each area is developed or dedicated, Declarant may designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area.

**11.2 Special Declarant Rights.** Notwithstanding any provision of this Declaration to the contrary, at all times, Declarant will have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Property; (ii) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Property and the Common Area. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance, and Declarant hereby reserves the right and privilege for itself to conduct the activities enumerated in this *Section 11.2* until twenty-four (24) months after expiration or termination of the Development Period.

**11.3 Addition of Land.** Declarant may, at any time and from time to time, add additional lands to the Property. Upon the Recording of a notice of addition of land, such land will be considered part of the Property for purposes of this Declaration, and such added lands will be considered part of the Property subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such added land as with respect to the lands originally covered by this Declaration. To add lands to the Property, Declarant will be required only to Record a notice of addition of land containing the following provisions:

- (i) A reference to this Declaration, which reference will state the document number or volume and initial page number wherein this Declaration is Recorded;
- (ii) A statement that such land will be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land; and
- (iii) A legal description of the added land.

**11.4 Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw from the Property, and remove and exclude from the burden of this Declaration and the jurisdiction of the Association any portion of the Property. Upon any such withdrawal and removal this Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Property withdrawn. To withdraw lands from the Property hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

- (i) A reference to this Declaration, which reference will state the document number or volume and initial page number wherein this Declaration is recorded;
- (ii) A statement that the provisions of this Declaration will no longer apply to the withdrawn land; and
- (iii) A legal description of the withdrawn land.

**11.5 Notice of Plat Recordation.** Declarant may, at any time and from time to time, file a notice of plat recordation (a “**Notice of Plat Recordation**”). A Notice of Plat Recordation is Recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Declaration after portions of the Property is made subject to a Plat. Unless otherwise provided in the Notice of Plat Recordation, portions of the Property included in the Plat identified in the Notice of Plat Recordation, but not shown as a residential Lot on such Plat,

shall be automatically withdrawn from the terms and provisions of this Declaration (without the necessity of complying with the withdrawal provisions set forth in *Section 11.4*). Declarant shall have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation shall in no event remove any portion of the Property from the terms and provisions of this Declaration.

**11.6 Assignment of Declarant's Rights.** Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

## ARTICLE 12 DISPUTE RESOLUTION

*This Article 12 is intended to encourage the resolution of disputes involving the Property. A dispute regarding the Lots, Common Area, and/or Improvements can create significant financial exposure for the Association and its Members, interfere with the resale and refinancing of Lots, and increase strife and tension among the Owners, the Board and the Association's management. Since disputes may have a direct effect on each Owner's use and enjoyment of their Lot and the Common Area, this Article 12 requires Owner transparency and participation in certain circumstances. Transparency means that the Owners are informed in advance about a dispute, the proposed arrangement between the Association and a law firm or attorney who will represent the Association in the dispute, and that each Owner will have an opportunity to participate in the decision-making process prior to initiating the dispute resolution process.*

**12.1 Introduction and Definitions.** The Association, the Owners, Declarant, all persons subject to this Declaration, and each person not otherwise subject to this Declaration who agrees to submit to this *Article 12* by written instrument delivered to the Claimant, which may include, but is not limited to, a Homebuilder, a general contractor, sub-contractor, design professional, or other person who participated in the design or construction of Lots, Common Area or any Improvement within, serving or forming a part of the Property (individually, a "Party" and collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Property and the Common Area to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this *Article 12* applies to all Claims as hereafter defined. For the avoidance of doubt, this *Article 12* shall not apply to the Declarant, Association, or an Owner attempting to enforce the terms and provisions of this Declaration against an Owner other than Declarant or a Homebuilder. Further, this *Article 12* shall not apply to any action taken by Declarant or the Association to enforce the Restrictions pursuant to *Section 9.5* This *Article 12* may only be amended with the prior written approval of the Declarant, the Association (acting through a

Majority of the Board), and Owners holding 100% of the votes in the Association. As used in this *Article 12* only, the following words, when capitalized, have the following specified meanings:

(i) **“Claim”** means:

(A) Claims relating to the rights and/or duties of Declarant, the Association, or the ACC, under the Restrictions.

(B) Claims relating to the acts or omissions of the Declarant, the Association or a Board member or officer of the Association during Declarant’s control and administration of the Board, and any claim asserted against the ACC.

(C) Claims relating to the design or construction of the Common Area or any Improvements located within or on the Property.

(ii) **“Claimant”** means any Party having a Claim against any other Party.

(iii) **“Respondent”** means any Party against which a Claim has been asserted by a Claimant.

**12.2 Mandatory Procedures.** Claimant may not initiate any proceeding before any judge, jury, arbitrator or any judicial or administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this *Article 12*. As provided in *Section 12.8* below, a Claim must be resolved by binding arbitration.

**12.3 Claim Affecting Common Areas.** In accordance with *Section 4.12* of this Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 12.1* above, relating to the design or construction of Improvements on a Lot (whether one or more). Additionally, no Lot Owner shall have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area. Each Lot Owner, by accepting an interest in or to title to a Lot, hereby grants to the Association the exclusive right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area. In the event the Association asserts a Claim related to the Common Area, as a precondition to providing the Notice defined in *Section 12.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 12*, or taking any other action to prosecute a Claim related to the Common Area, the Association must:

**12.3.1 Obtain Owner Approval of Engagement.**

*The requirements related to Owner approval set forth in this Section 12.3.1 are intended to ensure that the Association and the Owners approve and are fully informed of the financial arrangements between the Association and a law firm or attorney engaged by the Association to prosecute a Claim relating to the design or construction of the Common Area. The engagement agreement between the Association and the law firm or attorney may include requirements that the Association pay costs, fees, and expenses to the law firm or attorney which will be paid through Assessments levied against Owners. The financial agreement between the Association and the law firm or attorney may also include obligations related to payment, and the conditions and circumstances when the payment obligations arise, if the relationship between the Association and the law firm or attorney is terminated or if the Association agrees to settle the Claim. In addition, the financial arrangement between the Association and the law firm or attorney may include additional costs, expenses, and interest charges. This financial obligation can be significant. The Board may not engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area or execute a written agreement between the Association and a law firm or attorney for the purpose of prosecuting a Claim relating to the design or construction of Common Area unless the law firm or attorney and the financial arrangements between the Association and the law firm or attorney are approved by the Owners in accordance with this Section 12.3.1.*

Unless otherwise approved by Members holding eighty percent (80%) of the votes in the Association, the Association, acting through its Board, shall in no event have the authority to engage a law firm or attorney to prosecute a Claim relating to the design or construction of the Common Area if the agreement between the Association and law firm or attorney includes any provision or requirement that would obligate the Association to pay any costs, expenses, fees, or other charges to the law firm or attorney, including but not limited to, costs, expenses, fees, or other charges payable by the Association: (i) if the Association terminates the engagement with the law firm or attorney or engages another firm or third-party to assist with the Claim; (ii) if the Association agrees to settle the Claim for a cash payment or in exchange for repairs or remediation performed by the Respondent or any other third-party; (iii) if the Association agrees to pay interest on any costs or expenses incurred by the law firm or attorney; and/or (iv) for consultants, expert witnesses, and/or general contractors hired by the law firm or attorney. For avoidance of doubt, it is intended that Members holding eighty percent (80%) of the votes in the Association must approve the law firm and attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney.

The approval of the Members required under this Section 12.3.1 must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of Member meeting will be provided pursuant to the Bylaws but the notice must also include: (a) the name of the law firm and attorney; (b) a copy of the proposed written agreement between the Association and the law firm and/or attorney; (c) a narrative summary of the types of costs, expenses, fees, or other charges that may be required to be paid by the Association; (d) the conditions upon which such types of costs, expenses, fees, or other charges are required to be paid by the Association; (e) an

estimate of the costs, expenses, fees, or other charges that may be required to be paid by the Association if the conditions for payment occur, which estimate shall be expressed as a range for each type of cost, expense, fee, or other charge; and (f) a description of the process the law firm and/or attorney will use to evaluate the Claim and whether destructive testing will be required (i.e., the removal of all or portions of the Common Area or Improvements on the Property). If destructive testing will be required or is likely to occur, the notice shall include a description of the destructive testing, likely locations of the destructive testing, whether the Owner's use of their Lots or the Common Area will be affected by such testing, and if the destructive testing occurs the means or method the Association will use to repair the Common Area or Improvements affected by such testing and the estimated costs thereof. The notice required by this paragraph must be prepared and signed by a person other than the law firm or attorney who is a party to the proposed agreement being approved by the Members. In the event Members holding eighty percent (80%) of the votes in the Association approve the law firm and/or attorney who will prosecute the Claim and the written agreement between the Association and the law firm and/or attorney, the Board shall have the authority to engage the law firm and/or attorney and enter into the written agreement approved by the Members.

12.3.2 Provide Notice of the Inspection. As provided in Section 12.3.3 below, a Common Area Report is required which is a written inspection report issued by the Inspection Company. Before conducting an inspection that is required to be memorialized by the Common Area Report, the Association must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Common Area Report, the specific Common Areas to be inspected, and the date and time the inspection will occur. Each Respondent may attend the inspection, personally or through an agent.

12.3.3 Obtain a Common Area Report.

*The requirements related to the Common Area Report set forth in this Section 12.3.3 are intended to provide assurance to the Claimant, Respondent, and the Owners that the substance and conclusions of the Common Area Report and recommendations are not affected by influences that may compromise the professional judgement of the party preparing the Common Area Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Common Area Report is compromised.*

Obtain a written independent third-party report for the Common Area (the "**Common Area Report**") from a professional engineer licensed by the Texas Board of Professional Engineers with an office located in Aransas County, Texas (the "**Inspection Company**"). The Common Area Report must include: (i) a description with photographs of the Common Area subject to the Claim; (ii) a description of the present physical condition of the Common Area subject to the Claim; (iii) a detailed description of any modifications, maintenance, or repairs to the Common Area performed by the Association or a third-party, including any Respondent; and (iv) specific

and detailed recommendations regarding remediation and/or repair of the Common Area subject to the Claim. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Common Area Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Aransas County, Texas, and each such contractor providing the estimate must hold all necessary or required licenses from the Texas Department of Licensing and Regulation or otherwise required by Applicable Law for the work to which the cost estimate relates.

The Common Area Report must be obtained by the Association. The Common Area Report will not satisfy the requirements of this *Section 12.3.3* and is not an “independent” report if: (a) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the law firm or attorney that presently represents the Association or proposes to represent the Association; (b) the costs and expenses for preparation of the Common Area Report are not required to be paid directly by the Association to the Inspection Company at the time the Common Area Report is finalized and delivered to the Association; or (c) the law firm or attorney that presently represents the Association or proposes to represent the Association has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Association’s agreement with the law firm or attorney) the Association for the costs and expenses for preparation of the Common Area Report. For avoidance of doubt, an “independent” report means that the Association has independently contracted with the Inspection Company on an arms-length basis based on customary terms for the preparation of engineering reports and that the Association will directly pay for the report at the time the Common Area Report is finalized and delivered to the Association.

**12.3.4 Provide a Copy of Common Area Report to all Respondents and Owners.** Upon completion of the Common Area Report, and in any event no later than three (3) days after the Association has been provided a copy of the Common Area Report, the Association will provide a full and complete copy of the Common Area Report to each Respondent and to each Owner. The Association shall maintain a written record of each Respondent and Owner who was provided a copy of the Common Area Report which will include the date the report was provided. The Common Area Report shall be delivered to each Respondent by hand-delivery and to each Owner by mail.

**12.3.5 Provide a Right to Cure Defects and/or Deficiencies Noted on Common Area Report.** Commencing on the date the Common Area Report has been completed and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (i) inspect any condition identified in the Common Area Report; (ii) contact the Inspection Company for additional information necessary and required to clarify any information in the

Common Area Report; and (iii) correct any condition identified in the Common Area Report. As provided in *Section 10.6* above, the Declarant has an easement throughout the Property for itself, and its successors, assigns, architects, engineers, other design professionals, each Homebuilder, other builders, and general contractors that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Common Area Report.

**12.3.6 Hold Owner Meeting and Obtain Approval.** In addition to obtaining approval from Members for the terms of the attorney or law firm engagement agreement, the Association must obtain approval from Members holding eighty percent (80%) of the votes in the Association to provide the Notice described in *Section 12.5*, initiate the mandatory dispute resolution procedures set forth in this *Article 12*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Area Report; (iii) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which the Association may be liable as a result of prosecuting the Claim; (v) a summary of the steps previously taken by the Association to resolve the Claim; (vi) a statement that initiating the lawsuit or arbitration proceeding to resolve the Claim may affect the market value, marketability, or refinancing of a Lot while the Claim is prosecuted; and (vii) a description of the manner in which the Association proposes to fund the cost of prosecuting the Claim. The notice required by this paragraph must be prepared and signed by a person who is not (a) the attorney who represents or will represent the Association in the Claim; (b) a member of the law firm of the attorney who represents or will represent the Association in the Claim; or (c) employed by or otherwise affiliated with the law firm of the attorney who represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 12.5*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

**12.4 Claim by Lot Owners – Improvements on Lots.** Notwithstanding anything contained herein to the contrary, in the event a warranty is provided to a Lot Owner by the Declarant or a Homebuilder relating to the design or construction of any Improvements located on a Lot, then this *Article 12* will only apply to the extent that this *Article 12* is more restrictive than such Lot Owner's warranty, as determined in Declarant's sole discretion. If a warranty has not been provided to a Lot Owner relating to the design or construction of any Improvements located on a Lot, then this *Article 12* will apply. Class action proceedings are prohibited, and no Lot Owner shall be entitled to prosecute, participate, initiate, or join any litigation, arbitration or other proceedings as a class member or class representative in any such proceedings under this

Declaration. If a Lot Owner brings a Claim, as defined in *Section 12.1*, relating to the design or construction of any Improvements located on a Lot (whether one or more), as a precondition to providing the Notice defined in *Section 12.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 12*, or taking any other action to prosecute a Claim, the Lot Owner must:

12.4.1 Provide Notice of the Inspection. As provided in *Section 12.4.2* below, an Owner Improvement Report is required which is a written inspection report issued by the Inspection Company. Before conducting an inspection that is required to be memorialized by the Owner Improvement Report, the Owner must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Owner Improvement Report, the Improvements and areas of the Improvements to be inspected, and the date and time the inspection will occur. Each Respondent may attend the inspection, personally or through an agent.

12.4.2 Obtain an Owner Improvement Report.

*The requirements related to the Owner Improvement Report set forth in this Section 12.4.2 are intended to provide assurance to the Claimant and Respondent that the substance and conclusions of the Owner Improvement Report and recommendations are not affected by influences that may compromise the professional judgement of the party preparing the Owner Improvement Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Owner Improvement Report is compromised.*

Obtain a written independent third-party report for the Improvements (the “**Owner Improvement Report**”) from an Inspection Company. The Owner Improvement Report must include: (i) a description with photographs of the Improvements subject to the Claim; (ii) a description of the present physical condition of the Improvements; (iii) a detailed description of any modifications, maintenance, or repairs to the Improvements performed by the Owner or a third-party, including any Respondent; (iv) specific and detailed recommendations regarding remediation and/or repair of the Improvements. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Owner Improvement Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Aransas County, Texas, and each such contractor providing the estimate must hold all necessary or required licenses from the Texas Department of Licensing and Regulation or otherwise required by Applicable Law for the work to which the cost estimate relates.

The Owner Improvement Report must be obtained by the Owner. The Owner Improvement Report will not satisfy the requirements of this *Section 12.4.2* and is not an

“independent” report if: (a) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the law firm or attorney that presently represents the Owner or proposes to represent the Owner; (b) the costs and expenses for preparation of the Owner Improvement Report are not directly paid by the Owner to the Inspection Company no later than the date the Owner Improvement Report is finalized and delivered to the Owner; or (c) the law firm or attorney that presently represents the Owner or proposes to represent the Owner has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Owner’s agreement with the law firm or attorney) the Owner for the costs and expenses for preparation of the Owner Improvement Report. For avoidance of doubt, an “independent” report means that the Owner has independently contracted with the Inspection Company on an arms-length basis based on customary terms for the preparation of engineering reports and that the Owner will directly pay for the report no later than the date the Owner Improvement Report is finalized and delivered to the Owner.

12.4.3 Provide a Copy of Owner Improvement Report to all Respondents. Upon completion of the Owner Improvement Report, and in any event no later than three (3) days after the Owner has been provided a copy of the Owner Improvement Report, the Owner will provide a full and complete copy of the Owner Improvement Report to each Respondent. The Owner shall maintain a written record of each Respondent who was provided a copy of the Owner Improvement Report which will include the date the report was provided. The Owner Improvement Report shall be delivered to each Respondent by hand-delivery.

12.4.4 Right to Cure Defects and/or Deficiencies Noted on Owner Improvement Report. Commencing on the date the Owner Improvement Report has been completed and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (i) inspect any condition identified in the Owner Improvement Report; (ii) contact the Inspection Company for additional information necessary and required to clarify any information in the Owner Improvement Report; and (iii) correct any condition identified in the Owner Improvement Report. As provided in *Section 10.6* above, the Declarant has an easement throughout the Property for itself, and its successors, assigns, architects, engineers, other design professionals, each Homebuilder, other builders, and general contractors that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Owner Improvement Report.

12.4.5 Claims Pertaining to the Common Area. Pursuant to *Section 12.3* above, an Owner does not have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area. In the event that a court of competent jurisdiction or arbitrator determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area, such Owner shall be required, since a Claim affecting the Common Area could affect all Owners, as a

precondition to providing the Notice defined in *Section 12.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 12*, or taking any other action to prosecute a Claim, to comply with the requirements imposed by the Association in accordance with *Section 12.3.2* (Provide Notice of Inspection), *Section 12.3.3* (Obtain a Common Area Report), *Section 12.3.4* (Provide a Copy of Common Area Report to all Respondents and Owners), *Section 12.3.5* (Provide Right to Cure Defects and/or Deficiencies Noted on Common Area Report), *Section 12.3.6* (Owner Meeting and Approval), and *Section 12.5* (Notice).

**12.5 Notice.** Claimant must notify Respondent in writing of the Claim (the “**Notice**”), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent’s role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Restrictions or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this *Section 12.5*. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 12.6* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 12.6*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 12.6* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred twenty (120) day period for mediation set forth in *Section 12.7* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 12.7* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) if the Claim relates to the design or construction of the Common Area, a true and correct copy of the Common Area Report and any and all other reports, studies, analyses, and recommendations obtained by the Association related to the Common Area; (b) a copy of any engagement letter between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Claim; (c) if the Claim relates to the design or construction of the Common Area, reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved the law firm and attorney and the written agreement between the Association and the law firm and/or attorney in accordance with *Section 12.3.1*; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 12.3.6* above; and (e) reasonable and credible evidence confirming that Members holding eighty percent (80%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to the Common Areas, the Notice will also include a true and correct copy of the Common Area Report. If the Claimant is not the Association and relates to the design or construction of Improvements on a Lot, the Notice will also include a true and correct copy of the Owner Improvement Report.

**12.6 Negotiation.** Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property.

**12.7 Mediation.** If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this *Section 12.7*. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, Respondent or Claimant may initiate arbitration proceedings in accordance with *Section 12.8*.

**12.8 Binding Arbitration-Claims.** All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 12.8*.

**12.8.1 Governing Rules.** If a Claim has not been resolved after mediation in accordance with *Section 12.7*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 12.8* and the American Arbitration Association (the "AAA") Construction Industry Arbitration Rules and Mediation Procedures and, if applicable, the rules contained in the AAA Supplementary Procedures for Consumer Related Disputes, as each are supplemented or modified by the AAA (collectively, the Construction Industry Arbitration Rules and Mediation Procedures and AAA Supplementary Procedures for Consumer Related Disputes are referred to herein as the "AAA Rules"). In the event of any inconsistency between the AAA Rules and this *Section 12.8*, this *Section 12.8* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

- (i) One arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(ii) One arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

(iii) One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

12.8.2 Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 12.8* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

12.8.3 Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 12.8*.

12.8.4 Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with Applicable Law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 12.8* and subject to *Section 12.9* below; provided, however, attorney's fees and costs may not be awarded by the arbitrator to either Claimant or Respondent. In addition, for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code, except that the arbitrator may not award attorney's fees and/or costs to their Claimant or Respondent. In all arbitration proceedings, the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of Applicable Law; or (iv) a cause of action or remedy not expressly provided under Applicable Law. In no event may an arbitrator award speculative, special, exemplary, treble, or punitive damages for any Claim.

12.8.5 Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred eighty (180) days of the filing of

the Claim for arbitration. Arbitration proceedings hereunder shall be conducted in Aransas County, Texas. Unless otherwise provided by this *Section 12.8*, the arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Claimant and Respondent agree to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law. In no event shall Claimant or Respondent discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

**12.9 Allocation of Costs.** Notwithstanding any provision in this Declaration to the contrary, each party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

**12.10 General Provisions.** A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

**12.11 Period of Limitation.**

**12.11.1 For Actions by an Owner or Resident.** The exclusive period of limitation for any of the Parties to bring any Claim, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner or Resident discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner or Resident discovered or reasonably should have discovered evidence of the Claim; or (iii) the applicable statute of limitations for such Claim. In the event that a court of competent jurisdiction determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Area, the exclusive period of limitation for a Claim of construction defect or defective design of the Common Areas, shall be the earliest of: (a) two (2) years and one (1) day from the date that the Owner or the Association discovered or reasonably should have discovered evidence of the Claim; or (b) the applicable statute of limitations for such Claim. In no event shall this *Section 12.11.1* be interpreted to extend any period of limitations.

**12.11.2 For Actions by the Association.** The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Areas, shall be the earliest of: (i) for Claims alleging construction

defect or defective design, two (2) years and one (1) day from the date that the Association or its manager, board members, officers or agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Areas, four (4) years and one (1) day from the date that the Association or its manager, board members, officers or agents discovered or reasonably should have discovered evidence of the Claim; or (iii) the applicable statute of limitations for such Claim. In no event shall this *Section 12.11.2* be interpreted to extend any period of limitations.

**12.12 Funding the Resolution of Claims.** The Association must levy a Special Assessment to fund the estimated costs to resolve a Claim pursuant to this *Article 12*. The Association may not use its annual operating income or reserve funds to fund the costs to resolve a Claim unless the Association has previously established and funded a dispute resolution fund.

**12.13 Waiver of Rights under Certain Statutory Provisions.** EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO RECOVERY OF ATTORNEY'S FEES AND COSTS UNDER: (i) Texas Civil Practice & Remedies Code §§ 38.001, *et seq.*; (ii) Texas Civil Practice & Remedies Code §§ 37.001, *et seq.*; (iii) Texas Civil Practice & Remedies Code §§ 10.001, *et seq.*; (iv) Texas Civil Practice & Remedies Code §§ 9.001, *et seq.*; (v) Texas Civil Practice & Remedies Code §§ 17.41, *et seq.*; (vi) Texas Property Code §§ 27.001, *et seq.*; (vii) Texas Property Code §§ 82.001, *et seq.*; (viii) Texas Property Code §§ 209.001, *et seq.*; (ix) Texas Property Code §§ 53.001, *et seq.*; (x) Texas Property Code §§ 5.006, *et seq.*; (xi) Texas Finance Code §§ 392.001, *et seq.*; and (xii) 15 USC 1562, *et seq.*

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

**DECLARANT:**

**THE OASIS RESORT OF ROCKPORT, INC.,**  
a Texas corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025, by \_\_\_\_\_ as  
\_\_\_\_\_ of THE OASIS RESORT OF ROCKPORT, INC., a  
Texas corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

*Signature Page*

THE OASIS ROCKPORT  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

## CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of that certain lien created by Deed of Trust, Security Agreement & Financing Statement, recorded under Document No. 386181, Official Public Records of Aransas County, Texas (the "**Lien**"), securing a note of even date therewith, executes this Declaration solely for the purposes of (a) evidencing its consent to this Declaration, and (b) subordinating the Lien to this Declaration, both on the condition that the Lien shall remain superior to the Assessment Lien in all events.

### FIRST COMMUNITY BANK

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS                   §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of First Community Bank, on behalf of said entity.

\_\_\_\_\_  
Notary Public Signature

*Consent Signature Page*

THE OASIS ROCKPORT  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Lot One (1), Block One (1), The Oasis, a subdivision in the City of Rockport, Aransas County, Texas, as shown by the map or plat thereof recorded in Volume 7, Page 179, Map Records of Aransas County, Texas, to which reference is here made for all pertinent purposes.

*Exhibit A*

THE OASIS ROCKPORT  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS