

FILE No. 2018
County Clerk, Victoria County, Texas

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DEED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CHATELET SUBDIVISION
(A Townhouse Subdivision)

THE STATE OF TEXAS X
COUNTY OF VICTORIA X

THIS DECLARATION, made on the date hereinafter set forth by
CHATELET DEVELOPMENT COMPANY, a co-partnership composed of IKE
FITZGERALD and ROY ACORD, JR., whose address is 1214 Mockingbird
Lane, Victoria, Texas 77904, hereinafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described
in Article III of this Declaration and desires to create thereon a
residential townhouse community with designated "Lots" and "Common
Properties" and "Common Facilities" (as those terms are defined
herein) for the benefit of the present and future owners of said
Lots; and

WHEREAS, Declarant desires to provide for the preservation of
the values and amenities in said community and for the maintenance
of said Common Properties and Common Facilities, and, to this end,
desires to subject the real property described in Article III together
with such additions as may hereafter be made thereto (as provided
in Article III), to the covenants, restrictions, easements, charges
and liens hereinafter set forth, each and all of which is and are
for the benefit of said property and each owner thereof; and

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

WHEREAS, UNITED BANK - VICTORIA has agreed to join in the execution

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hereof in order to subordinate the lien of one certain Deed of Trust found of record in Volume 1111, Page 214 of the Deed of Trust Records of Victoria County, Texas, to the covenants, restrictions, easements, limitations and reservations; and

WHEREAS, Declarant shall cause a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Article III is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to CHATELET HOMEOWNER'S ASSOCIATION, INC., which is composed of the members hereinafter described and which shall be a Texas non-profit corporation, its successors and assigns, as provided for herein.
- (b) "The Properties" shall mean and refer to the properties described in Article III hereof which are subject to this Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (c) "Subdivision Plat" shall mean and refer to the map or plat of Chatelet Subdivision found of record in the Plat Records of Victoria County, Texas, depicting the properties, lots, private streets, easements, and other data.
- (d) "Lot" and/or "Lots" shall mean and refer to any of the thirty-two (32) lots designated Lot Nos. One (1) through Thirty-Two (32) on the recorded subdivision plat. In all

contracts, deeds, conveyances, mortgages, deeds of trust, releases, and other legal instruments, each lot shall be described by reference to such recorded subdivision plat.

- (e) "Common Properties" shall mean and refer to all those areas of land within the properties as shown on the subdivision plat not situated within the boundaries of the lots shown thereon (excluding Lot Twenty-One), the areas shown designated as common areas on said subdivision plat, and Lot Twenty-One (21) as hereinafter provided together with such other property as the Association may from time to time acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications, and reservations applicable thereto by virtue hereof and/or by virtue of the subdivision plat, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title. References herein to the "Common Properties" in the subdivision shall mean and refer to the common properties as defined respectively in this declaration and all supplemental declarations.
- (f) "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the common properties except those as may be expressly excluded herein. By way of illustration, common facilities may include, but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment, fountains, statuary, sidewalks, common driveways, landscaping, swimming pool, force main, common open space, and other similar appurtenant improvements. References herein to the "Common Facilities" shall mean and refer to the common facilities as defined respectively in this declaration and all supplemental declarations.
- (g) "Townhome or Townhouse" shall mean or refer to any single

family residential unit situated upon a Lot.

- (h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (i) "Member" and/or "Members" shall mean and refer to all those owners who are members of the Association as provided in Article IV, Section 4 hereof.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. Existing Easements. The Subdivision Plat dedicates for use as such, and Declarant hereby reserves, subject to the limitations set forth therein, certain easements shown thereon, and such Subdivision Plat further establishes and Declarant hereby reserves certain dedications, limitations, reservations, and restrictions applicable to the properties. Further, Declarant and Declarant's predecessors in title have heretofore granted, created, and dedicated by separate recorded instruments utility easements in favor of certain public utility companies, and municipal and other governmental authorities servicing the properties as shown and provided in such separate, recorded instruments, and such instruments are incorporated herein by reference and made a part of this declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the properties.

Section 2. Changes and Additions. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements and/or any utilities servicing all or any part of the properties.

Section 3. Title to Easements and Appurtenances Not Conveyed.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot by contract, deed or other conveyance shall not be held or construed in any event include the title to any roadways or any drainages, water, gas, sewer, storm sewer, electric light, electric power, telegraph, or telephone way or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto constructed by or under Declarant, its agents or its predecessors in title, through, along, or upon any Lot, or any part thereof, to serve said Lot, or any portion of the properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in the Declarant and the Association.

Section 4. Minor Encroachments. Each Lot and the property included in the common properties shall be subject to a perpetual easement for minor encroachments from adjoining Lots which are caused or created by unintentional error in construction, settling, shifting of soil, protrusions and overhangs, and a temporary easement for ingress and egress during and in connection with the maintenance and construction of improvements on adjacent property.

Section 5. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the properties for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas, cable television, and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to the properties to affix and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across, through, and under the properties within the public utilities' easements from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities

or appurtenances thereto may be installed or relocated on the properties until approved by Declarant or a majority of the Board of Directors of the Association. The utility companies furnishing service shall have the right to remove all trees situated within the utility easement shown on the Subdivision Plat and to trim overhanging trees and shrubs located on portions of the property abutting such easements.

Section 6. Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, to enter upon the properties in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and management personnel to enter the properties to render any service.

Section 7. Surface Areas. The surface of easement areas for underground utility services may be paved for streets, driveways and/or may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any owner or to the Association for any damage done by them or any of them, or their agents, employees, servants or assigns, to the pavement or to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance or repair of any facility in any such easement area.

ARTICLE III

Property Subject To This Declaration

Section 1. Description. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration consists of the following: All of Chatelet Subdivision, an addition to the City of Victoria County, Texas, according to the map or plat thereof found of record in Volume 6, Page 154 of the Plat Records of Victoria County, Texas, to which map and plat reference is herenow made for all intents and purposes.

Section 2. Mineral Exception. There is hereby excepted from the properties, and Declarant will hereafter except from all its sales

and conveyances of the properties, or any part thereof, including the Lots and the Common Properties, all oil, gas, and other minerals in, on, and under the properties, but Declarant hereby waives its right to use the surface of such land, or any part thereof, for exploration for, storage or development of oil, gas, and other minerals. Such exceptions and such retained rights and reservations shall inure to the benefit of Declarant and its successors and assigns.

ARTICLE IV

The Association

Section 1. Organization. The Declarant shall cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

Section 2. Purpose. The purpose of the Association in general shall be to provide for and promote the health, safety and welfare of the members, to collect the annual maintenance charges, and to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep and protection of the Common Properties and facilities in the subdivision and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration.

Section 3. Members. Each owner, whether one or more persons or entities, of a Lot which is subject to the annual maintenance charge or assessment as provided for in this declaration shall, upon and by virtue of becoming such owner, automatically become a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 4. Voting Rights. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all those owners as defined in Section 3 hereof with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot, and fractional votes for any Lot shall not be permitted.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interests required by Section 3; provided that the Class B Membership shall cease and become converted to Class A Membership on the happening of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or
- (b) On December 31, 1983.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 3.

Section 5. Title to Common Properties. The Association shall hold title to the Common Properties for the benefit of the members. The Declarant shall convey the Common Properties to the Association, free and clear of liens, but subject to the use, rights, and easements of the members and all other easements and covenants affecting the Common Properties as set out or referred to in this declaration, prior to the time any Lot is conveyed to an owner. Until title to such Common Properties and facilities has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and

privileges relating to such Common Properties and facilities granted to the Association in this declaration.

ARTICLE V

Property Rights in the Common
Properties and Common Facilities

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article V, every member shall have a common right and easement of enjoyment in and to the Common Properties and Common Facilities and such right and easement shall be appurtenant to and pass with the title to every Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Common Properties and Facilities or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with and observed by each member. These rules and regulations may include provisions to govern and control the use of such Common Properties and Facilities by guests or invitees of the members, including, without limitation, the number of guests or invitees who may use such Common Properties or Facilities or any part thereof at the same time; and
- (b) The right of the Association to grant or dedicate easements in, on, under or above the Common Properties or any part thereof to any public or governmental agency or authority or to any utility company for any services to the properties or any part thereof; and
- (c) The right of the Association to transfer title to any storm sewer line, sanitary sewer line, water line, or any other utility facility or equipment situated in any part of the Common Properties and owned by the Association to any public or political authority or any agency or to

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any utility company rendering or to render services to the properties or any part thereof; and

- (d) The right of the Association to suspend the voting rights of a member or his right to use any recreational Common Facility of the Common Properties during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have in this declaration or in its By-Laws or at law or in equity on account of any such default or infraction; and
- (e) The rights and easements existing, herein created or hereafter created in favor of others, as provided for in Article II of this declaration.
- (h) The restrictions as to use of the Common Properties provided for in Article VIII hereof.

Section 3. Delegation of Use. Any member may delegate his right of use and enjoyment of the Common Properties and Facilities of the subdivision, together with all easement rights granted to members in this declaration, to the members of his family, his tenants, or contract purchasers who reside on his Lot. The term "member" as used in this declaration is further defined to include and refer to the heirs, executors, personal representatives, administrators, devisees, and assigns of any member, and all other persons, firms, or corporations acquiring or succeeding to the title of member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law or in any other legal manner.

ARTICLE VI

Regular Annual and Special Assessments

Section 1. The Maintenance Fund. All funds collected by the Association from the regular annual maintenance charges and from

special assessments as provided for in this Article shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all members for the following purposes, to-wit: To promote the health, safety, recreation and welfare of the members, to pay the expenses for the common services rendered for the common benefit of the members; to pay expenses for water, gas, electricity, telephone, storm sewer service and all other utilities or services, if any, furnished to the Common Properties or any of the improvements thereon, or any part thereof; to pay the expenses for the perpetual care, maintenance and repair of the Common Driveways and Streets; to pay the expenses for the maintenance, repair, care, upkeep, beautification, protection, taxes, insurance, replacement, reconstruction, management, supervision and operation of or for the Common Properties and improvements thereon, or any part thereof; to pay for capital improvements to the Common Properties; to pay the expenses of administration and management of the Association; to pay salaries of employees of the Association; to pay all taxes and other public dues or charges which the Association shall be required to pay; and to pay all other charges, costs, or expenses lawfully incurred by the Association; all of which charges, costs, taxes and expenses to be incurred or paid by the Association are sometimes referred to as the "common expenses" or the "common expenses of the member". The Association may in its sole discretion give one or more of the aforesaid purposes preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all members.

Section 2. Covenant for Assessments. Each and every Lot (except Lots owned by Declarant as provided for in the following Section) is hereby severally subjected to and impressed with the following charges and assessments which shall run with the land and shall be the same and equal amounts for each Lot regardless of its size, value, or cost, to-wit:

- (a) A regular maintenance charge or assessment in the

amount of \$300.00 per annum per Lot, subject to increase or decrease and payable as provided in Section 4, below; and,

(b) Special assessments as provided for in Section 5.

Each owner of a Lot subject to assessment as above provided, by his claim or assertion of ownership or by accepting a deed to any such Lot, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the charges and assessments against his Lot as the same shall become due and payable, without demand. The charges and assessments herein provided for shall be a charge and a continuing lien upon each Lot, together with all improvements thereon, as hereinafter more particularly stated. Each assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of the Lot at the time the obligation to pay such assessment accrued, but no member shall be personally liable for the payment of any assessment made or becoming due and payable after his ownership ceases. No member shall be exempt or excused from paying any regular or special assessment by waiver of the use or enjoyment of the Common Properties or Facilities or any part thereof by abandonment of his Lot or interest therein.

Section 3. Lots Owned by Declarant. No Lot owned by Declarant shall be subject to any regular maintenance charge or special assessment while it is owned by Declarant unless and until a Townhouse owned by Declarant has been initially sold and/or the house has been permitted to be occupied, whichever occurs first. Whenever a Lot owned by Declarant becomes subject to assessment as provided for in this Section, such Lot shall then be treated and assessed as any other Lot which is subject to assessment.

Section 4. The Annual Maintenance Charge. The regular annual maintenance charges or assessments shall be due and payable to the Association annually, in advance, and without demand, on the first

day of January of each calendar year; provided, however, that on the date of the purchase of his Lot (as evidenced by the date of his deed or his occupancy, whichever is earlier), each member shall pay to the Association a prorata part of the regular annual maintenance charge, which shall bear the same ratio to the full amount as the number of days remaining in the year of purchase bears to 365 days.

The Board of Directors of the Association may decrease or increase the amount of the regular annual maintenance charge or assessment at any time and from time to time by the adoption of a resolution for such purpose, but no resolution increasing the annual maintenance charge assessment shall become effective prior to the expiration of ninety (90) days from date of its adoption, and the owner of each Lot subject to such assessment shall, within thirty (30) days from such effective date, pay the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Directors which fixes the amount of the regular annual maintenance charge or assessment in excess of Twenty Percent (20%) of the total annual maintenance charge or assessment during the previous twelve (12) month period or in excess of the annual maintenance charge or assessment last ratified by the members of the Association in accordance with the provisions of this paragraph, whichever is greater, shall become effective unless and until such resolution is ratified either (i) by the written assent of the members of the Association who is the aggregate then own at least Three-Fourths (3/4) of the Lots which are then subject to the annual maintenance charge or assessment, if no meeting of the membership is held for ratification, or (ii) by the assent of Seventy-Five Percent (75%) of the votes of the members of the Association who are present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum is present. The written assent or the vote of the members must be given prior to the effective date of the resolution of the Board of Directors. No increase in the annual maintenance charge or assessment shall take effect retroactively.

If any resolution of the Board of Directors which requires ratification by the assent of the members of the Association as above provided shall fail to receive such assent, then the amount of the regular annual maintenance charge or assessment last in effect shall continue in effect until duly changed in accordance with the above provisions. The Board of Directors may decrease the amount of the annual maintenance charge or assessment without ratification by or assent of the members of the Association.

Section 5. Special Assessments. The Board of Directors of the Association may from time to time by the adoption of a resolution for such purpose, subject to ratification by the members of the Association as hereinafter provided, levy and impose a special assessment against each Lot which is subject to the annual maintenance charge, for a specific and in the equal amount for each such Lot, for the purpose of purchasing equipment or facilities for the Common Properties and/or for defraying in whole or in part the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon the Common Properties; provided, however, that before any such resolution shall become effective, it shall be ratified either (i) by the assent in writing of the members of the Association who in the aggregate then own at least Seventy-Five Percent (75%) of the Lots which are then subject to assessment if no meeting of the membership is held for ratification, or (ii) by the assent of Seventy-Five Percent (75%) of the votes of the members of the Association who are present and voting in person or by proxy at a special meeting of the membership called for this purpose and at which a quorum was present. The owner of each Lot subject to such assessment shall pay his special assessment to the Association at such time or times and in such manner as provided for in such resolution.

Section 6. Liens to Secure Assessments. The regular annual maintenance charges or assessments, and the special assessments, as hereinabove provided for, shall each constitute and be secured by a

separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association and all members, which such lien shall be prior and superior to all other liens, except that the same shall be subordinate and inferior to (a) all liens for taxes or special assessments, levied by the City, County, and State Governments or any political subdivision or special district thereof, and (b) all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of any such charges or assessments become due and payable, and (c) all liens, including but not limited to vendor's liens, deeds of trust and other security instruments which secure any loan made by any lender to an owner for any part of the purchase price of any Lot when the same is purchased from a builder or for any part of the cost of constructing, repairing, adding to or remodeling the Townhouse situated on the Lot. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through court proceedings in which the Association has been made a party shall cut off and extinguish the liens securing charges or assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the liens securing assessments thereafter becoming due and payable, nor shall the liability of any member personally obligated to pay maintenance charges or assessments which became due prior to such foreclosure, be extinguished by any foreclosure.

Section 7. Effect of Non-Payment of Assessment. If any regular annual charge or assessment, or if any special assessment, is not paid within thirty (30) days from the due date thereof, the same shall bear interest from the due date until paid at the highest interest rate allowed under the laws of the State of Texas, and if placed in the hands of an attorney for collection, or if suit is brought thereon, or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but

not less than Ten Percent (10%) of the amount owing as attorneys' fees. The Association as a common expense of all members, may institute and maintain an action at law or in equity against any defaulting member to enforce collection and/or for foreclosure of the liens against his Lot. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property under Vernon's Annotated Civil Statutes of Texas, Article 38.10, or by judicial foreclosure. In the event of foreclosure under Article 38.10, Grantor shall be entitled to designate a Trustee by instrument recorded in the office of the County Clerk of Victoria County, Texas, and upon such recording, such Trustee shall, at the request of Grantor, give notice of sale as required by Article 38.10, and sell such Lot to the highest bidder for cash at the Courthouse door of Victoria County, Texas, at public vendue and at the time as provided in said statute, it being understood that the recitations contained in the Trustee's deed shall be deemed conclusively true and correct.

Section 8. Collection and Enforcement. Each member, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power, and authority to take all action which the Association shall deem proper for the collection of assessments, regular or special, and/or for the enforcement and foreclosure of the liens securing same.

ARTICLE VII

Utilities

Section 1. Underground Electric Service. An underground electric distribution system will be installed within the properties, which will be designated as an underground residential subdivision, which underground service areas shall embrace all Lots in the properties. The owner of each Lot in the underground residential subdivision

covenants and agrees and it is understood that Declarant has, prior to this declaration, conveyed to Central Power & Light Company, a Texas corporation, by instrument entitled Contract, Easement, and Use Restriction, the right to provide underground electric service to the subdivision and certain easements appurtenant to said right, and that title to any such Lot in the subdivision shall be held and conveyed subject to the terms, conditions, and covenants contained in said Contract, Easement, and Use Restriction, the same being found of record in Volume 1142, Page 239 of the Deed Records of Victoria County, Texas. It being expressly understood, but not by the way of limitation, that each Owner of any Lot in the subdivision shall be responsible for any requirements of construction, reconstruction or maintenance imposed by said Contract, Easement, and Use Restriction for the purpose of providing electric service to any townhouse constructed or reconstructed on any Lot in the subdivision.

Section 2. Water Service. Water services to the properties shall be provided by the City of Victoria, Texas, by way of water mains to be owned, operated, maintained and repaired by the City, and to the individual Lots and the Common Properties by way of distribution lines to be owned, operated, maintained and repaired by the individual owner at his expense. It shall further be the responsibility of each owner to maintain and repair the portion of the water line which is part of the actual interior plumbing of his Townhouse. Each Lot shall be separately metered and each owner shall, at his own cost, own and maintain said meter and all appurtenances thereto.

Section 3. Sanitary Sewer Service. Sanitary sewer service shall be provided to each Lot and to the Common Properties by means of sanitary sewer collection lines within the Properties to be owned, operated, maintained and repaired by each individual owner, and which shall connect to the main sanitary sewer lines of the City of Victoria, Texas. It shall be the responsibility of each owner

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to maintain and repair the portion of the sanitary sewer line which is situated on his Lot and the Association shall have the responsibility to maintain and repair the portion of the sewer lines on common properties.

Section 4. Telephone Service. Telephone service shall be available to each Lot and Common Properties by way of cables which shall be installed, owned and maintained by the telephone company. The Association shall be authorized and empowered to grant such specific easements, in, under, on or above the Common Properties as the telephone company may require to furnish such service.

Section 5. Easements for Maintenance, Repair, Access, Etc. To the extent that any of the meters, cables, lines, plumbing or other utility appurtenance for any Lot, may cross in, on, under, above, or through any other Lot and/or Townhouse situated thereon, an easement is hereby granted and dedicated in, on, under, above and through such Lot and/or Townhouse to the respective utility company providing such service, for the purpose of access, repair, maintenance, installation, or otherwise furnishing of such utility service.

ARTICLE VIII

Utility Bills and Taxes

Section 1. Obligation of the Owners.

- (a) Each owner shall have his separate electrical meter and water meter and shall directly pay at his own cost and expense for all electricity, gas, water and sewer service, telephone service, and any other utilities used or consumed by him on his Lot.
- (b) Each owner shall directly render for taxation his own Lot and improvements thereon, and shall at his own cost and expense directly pay all taxes levied or assessed against or upon his Lot and his improvements and property thereon.

Section 2. Obligation of the Association.

- (a) The Association shall pay as a common expense of all owners for all water, sewer, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Properties and Facilities, or any part thereof.
- (b) The Association shall render for taxation and, as part of the common expense of all owners, shall pay all taxes levied or assessed against or upon the Common Properties and the improvements and the property appertaining thereto.

ARTICLE IX

Insurance

Section 1. General Provisions. The Association, through its Board of Directors, shall have authority to and shall obtain and maintain in force and effect the following insurance coverages:

- (a) Property insurance in an amount equal to the full replacement value of the improvements and facilities in the common area owned by the Association, affording protection against loss or other damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and any other such risk as shall customarily be covered with respect to similar property in the State of Texas;
- (b) Comprehensive General Public Liability including Bodily Injury and Property Damage Insurance against claims for personal injury or death or property damage suffered by the public or any invitee of any owner occurring in, on, or about the common area, which Bodily Injury and Property Damage Insurance shall afford protection to such limits as the Board shall deem desirable. Such Bodily Injury and Property Damage Insurance Policy shall contain a cross liability endorsement wherein the rights of the named insureds under the policy or policies shall not prejudice his, her, or their action or actions against another named insured;
- (c) Such Worker's Compensation Insurance as may be necessary to comply with applicable laws;
- (d) Employer's Liability Insurance at such amounts as the Board may deem desirable;
- (e) Fidelity Bonds indemnifying the Association Board and the owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or any other person handling the funds of the Association in such amount as the Board may deem desirable;

- (f) Such other insurance in such reasonable amounts as the Board may deem desirable

The premiums for all insurance acquired on behalf of the Association or the owners pursuant to the provisions hereof shall be borne by the regular assessment.

All insurance provided for in this Section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas. In the event that an insurance policy or policies specifically designed to meet the insurance needs of the Association becomes available in the State of Texas through action by appropriate governmental agencies or otherwise, the Board shall be authorized to obtain such a policy if the coverage provided by such policy is at least equal to the coverage provided by those policies enumerated hereinabove.

Section 2. Individual Insurance. Each owner shall be responsible for insurance on his or her Townhouse or Townhouses against loss or damage by fire and loss or damage by all risks now or hereafter embraced by standard extended coverage policies in use in the State of Texas (with vandalism and malicious mischief endorsements) for Townhome construction with common wall areas, in amounts sufficient to prevent the Association or the other owners from becoming a co-insurer within the terms of the applicable policies, but in any event, in an amount no less than Eighty Percent (80%) of the current replacement cost thereof. All insurance provided for in this Section shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas. All policies of insurance of the character described in this Section shall name as additional insured, the Association; shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Townhouse, as their respective interest may appear; and shall provide that such policy shall not be terminated for nonpayment of premium or for any other cause without at least thirty (30) days prior written notice to the mortgagee of each Townhouse. If possible, all policies of

insurance of the character described in Subsection (a) of this Section shall contain an endorsement extending coverage to include the payment of regular assessments with respect to Townhouses damaged during the period of reconstruction thereof.

Each owner shall be responsible for insurance on the contents of his Townhouse and the furnishings, appliances and all personal property (including automobiles) used, parked, or stored therein. Owners may carry individual policies of liability insurance insuring against the liability of such owners, at their own cost and expense.

ARTICLE X

Maintenance and Repairs

Section 1. By the Owners. It shall be the duty, responsibility and obligation for each owner at his own cost and expense to care for, maintain, and repair the interior and exterior of his Townhouse and improvements on his Lot as well as the fixtures, appliances, equipment and other appurtenances thereto. The Association shall have no duty or obligation to any owner in this regard.

Section 2. By the Association. The Association, as a common expense for all owners, shall perpetually care for, maintain and keep in good repair the Common Properties and Facilities in all parts thereof, including, but not limited to, the common drives and driveways, if any, landscaping, lawns, parking areas, and fences.

ARTICLE XI

Additional Restrictions Affecting Entire Subdivision

Section 1. General Provisions.

- (a) All Lots in Chatelet Subdivision are residential Lots and shall be used for private residential purposes only, and no building other than a private one-family residence building (including integrated garage) shall be constructed or reconstructed or permitted to remain on any such Lot or Lots or parts thereof.
- (b) No mobile home, trailer, basement, tent, shack, garage, barn, or other out building or any preconstructed or prefabricated structure shall be erected or placed in this subdivision at any time to be used as a residence, temporary or permanently; nor shall any structure of a temporary character be used as a residence.
- (c) All waste disposal systems shall be designed and constructed in accordance with the laws of the State of Texas, the ordinances of the City of Victoria, Victoria County, Texas, and any applicable federal laws.

- (d) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the property except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for sale or any commercial purpose, and provided further that said permitted household pets shall be kept and maintained only within the residence structure; such permitted pets may not be kept in an exterior house nor shall they be kept or permitted to roam at large even in a fenced backyard, they must be kept and maintained solely within the house; household pets shall not be allowed to roam at large in the subdivision outside the residence structure, whether on the sidewalk, street, or wheresoever, and such permitted household pets may be removed from the residence structure only if they are on a leash or a lead and in the company of some person. Permitted household pets may be transported to and from the residence structure in the automobile of the owner thereof.
- (e) No obnoxious or offensive activity or activities shall be carried on within the subdivision or any part thereof, or shall anything be done within the subdivision which may be or become an annoyance or nuisance to the neighborhood within the subdivision.
- (f) No clothes lines or like structures, whether permanent or temporary in nature, shall be erected or placed outside the residence structure or be otherwise in public view; nor at any time shall garments, laundry, bedding, rugs or other unsightly articles be hung, draped or otherwise placed outside of the residence structure in public view.
- (g) An easement is retained in favor of adjoining property owners, their heirs and assigns, their employees or contractees, for temporary access to the property of such adjoining property owners at reasonable times for the purpose of painting, maintaining, or repairing adjoining properties; any damages to property or injuries to persons resulting from the exercise of this easement by any property owner within the subdivision shall be promptly paid by such responsible adjoining property owner.
- (h) No portion of the subdivision shall ever be used or maintained as a dumping ground for rubbish, used lumber, building materials, or other unsightly items, except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean, orderly, and sanitary condition.
- (i) No sign of any kind shall be displayed to public view except for signs, billboards or other advertising devices displayed by Declarant, on any lot or any portion of the subdivision except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent. Said sign may be used by Declarant's successors to advertise the property during the construction and sales period or by any owner to advertise an improved Lot for sale or rent.
- (j) No oil drilling, or development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oilwells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.
- (k) Each owner of a Lot in the subdivision agrees and obligates

himself, through the purchase of such Lot, to maintain the Lot in a neat and presentable manner at his own cost and expense. Each owner obligates himself to keep the grass, vegetation and weeds on his Lot cut as often as may be necessary to keep the Lot in a neat and attractive condition. In the event any purchaser of a Lot in the subdivision should fail to maintain his Lot in a neat and attractive manner, the Architectural Control Committee, as is hereinafter provided, shall notify such owner in writing of any objectionable or detrimental condition existing on such Lot and he shall eliminate same. In the event any owner fails to eliminate any objectionable or unattractive condition existing on his Lot within seven (7) days after receipt of written notice specifying the objectionable conditions, the Architectural Control Committee is authorized and may, but is not obligated to, go on such Lots for the purpose of eliminating such conditions and to charge the cost thereof to the Lot owner, and such charge shall constitute a lien against said Lot, it being expressly provided, however, the lien securing such charge is and shall be subordinate and inferior to the lien or liens of any lender who hereafter lends money for the purchase of any Lot in the subdivision, or for the construction of improvements or the permanent financing of any improvements on any Lot in the subdivision or any other purpose creating a valid lien against any Lot or portion thereof.

- (l) No boat, trailer, mobile home or motor home shall be parked for storage in the driveway of any Lot nor shall any such boat, trailer, mobile home or motor home be parked or stored so as to obstruct the common drives of access in the subdivision.
- (m) All rubbish, trash, garbage or other waste shall be kept in covered receptacles, and such receptacles shall not be placed in public view except when placed in front of the property for collection on garbage collection day.
- (n) No Lot shall be used or occupied for any business, commercial, trade, or professional purpose either apart from or in connection with the use thereof as a private residence, whether for profit or not.

Section 2. Party Walls. Party walls as a part of the original construction shall in all cases meet the requirements of the City of Victoria Building Code and other applicable ordinances, rules or regulations of the City or any of its departments. Each party wall shall be placed on the dividing line between Lots, and to the extent not inconsistent with any of the provisions hereof, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If a wall which is intended to be a party wall is through construction error situated wholly on one Lot instead of on the dividing line between Lots, such wall shall nevertheless be deemed to be a party wall for joint use by adjoining Lot owners.

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Reciprocal easements are hereby created and shall exist upon in favor of owners of adjoining Lots for maintenance, repair and reconstruction of party walls and the foundation footings, piers, and beams, if any, supporting same. Each owner sharing a party wall shall also be deemed to covenant and agree and shall be bound as follows:

- (a) The cost of usual and ordinary, reasonable repairs and maintenance of a party wall shall be equally shared by the owners who make use of such wall.
- (b) If a party wall is destroyed or damaged by or as a result of any force, act, event or occurrence which is not caused or brought about by the negligence of any owners sharing such party wall, or if caused or brought about by the negligence of both, then either owner who has used the party wall may restore it and the adjoining owner shall contribute one-half (1/2) of the cost of such restoration. However, if a party wall is destroyed or damaged as the result of any negligent act or omission on the part of one and not the other owner sharing such party wall, then either owner may restore such party wall and the owner at fault shall pay or contribute the whole cost of such restoration.
- (c) Notwithstanding any other provisions of this Section, an owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (d) The right of any owner to contributions from any adjoining owner under this Section shall be appurtenant to the land and shall pass to such owner's and successor's in title.
- (e) In the event any dispute arises concerning a party wall, or under the provisions of this Section, the same shall be resolved and settled through the process of arbitration. Each party to the dispute shall choose one arbitrator and the two (2) arbitrators so chosen shall choose a third arbitrator, and the decision of the majority arbitrators shall resolve and settle the dispute and shall be binding upon all parties to the arbitration. Should any party refuse to choose an arbitrator within ten (10) days after written request therefore, the Board of Directors of the Association shall select an arbitrator for the refusing party.

Section 3. Antennas. No external television, radio, or short-wave antennas of any sort shall be placed, allowed or maintained on any structure on any Lot in the subdivision.

Section 4. Fences. Each Lot must have a cedar fence of not less than six (6') feet in height enclosing the backyards of each such Lot from the unit to the garage situated on such Lot and all fences must be approved by the Architectural Control Committee prior to installation.

Section 5. Roofs. All roofs on any Townhouse constructed in the subdivision shall be a minimum of twenty-year composition roofing.

Section 6. Exterior Finishes. The front exterior finish or surface of each Townhouse constructed or reconstructed in the subdivision shall be a minimum of Fifty Percent (50%) brick with the balance of such front exterior finish to be either cedar, stucco, stucco finished siding, or any other material approved by the Architectural Control Committee. The color of brick and any and all exterior surfaces, including roofs, must be approved by the Architectural Control Committee.

Section 7. Garages. Each Lot shall contain a garage capable of storing therein one or two automobiles as is hereinafter provided; shall not be over one story in height, shall contain an automatic garage door opener for each garage door thereon contained and the exterior finish or surface of each such garage shall be One Hundred Percent (100%) brick. No carport or other unenclosed structure shall be permitted on any Lot in the subdivision for the purpose of storing automobiles or other materials.

Section 8. Yards. Each builder of any Townhouse or owner of any such Townhouse in the subdivision shall be responsible for planting grass in the front and back yards sufficient enough to cover the entirety of said front and back yards.

Section 9. Height of Residences. Any residential structure erected on any Lot shall be not less than nor more than two stories in height. No residential structure with an exterior area of less than applicable minimum number of square feet set forth below, exclusive of the area of attached garages, porches, or other appurtenances or appendages, shall be erected on any Lot.

Section 10. Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot or from any portion of the Common Properties is prohibited, except as necessary in conjunction with landscaping or construction of the improvements thereon.

Section 11. Garbage and Refuse Disposal. All Lots and the Common Properties shall at all times be kept in a healthful, sanitary and attractive condition. No Lot or any part of the Common Properties shall be used or maintained as a dumping grounds for garbage, trash,

rubbish or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers with tightly fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. There is hereby reserved in favor of the Association the determination of the method of garbage disposal, that is whether it shall be through public authority or through private garbage disposal service. No garbage, trash, rubbish, debris or other waste matter of any kind shall be burned on any Lot.

Section 12. Use of Common Properties. The Common Properties are for the common use, benefit and enjoyment of the owners, subject to the various utility easements affecting the same and to such reasonable rules and regulations as may be promulgated by, and the rights herein granted to, the Association. There shall be no obstruction of any part of the Common Properties which are intended to remain unobstructed for the reasonable use and enjoyment thereof, nor shall anything be done or kept on the Common Properties which would increase the rates or result in the cancellation of any insurance relating to the Common Properties or any part thereof. No owner shall appropriate any part of the Common Properties to his exclusive use, nor shall any owner do anything which would violate the easements, rights and privileges of any owner in regard to any portion of the Common Properties which is intended for the common use and benefit of all owners. Except as may be herein required or permitted, no member shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any of his personal property on the Common Properties or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the Common Properties in violation of the provisions of this Section and to recover the cost of such removal from the owner responsible. Each owner shall faithfully observe and comply with all reasonable rules and regulations promulgated by the Association regarding the Common Properties and shall be deemed to acknowledge and agree that all rules and regulations promulgated by the Association in respect to the Common Properties are for the mutual and common benefit of all owners and

necessary for their protection.

Section 13. Exempt Property. Notwithstanding any provision herein to the contrary, the Common Properties shall not be subject to or burdened by the building and use restrictions set forth in this Article or any other Article except to the extent that the same are made specifically applicable to the Common Properties.

ARTICLE XII

Size of Residences

Section 1. Certain Lots. Any residence constructed on Lots Three (3), Nine (9), Fourteen (14), Nineteen (19), Twenty-Five (25), and Thirty-One (31) as shown by the Subdivision Plat shall be not less than nor more than two stories in height, shall contain a minimum of One Thousand One Hundred (1,100) square feet of air conditioned living area, and shall have attached thereto a garage capable of storing one (1) automobile therein.

Section 2. Any residence constructed on Lots One (1), Two (2), Four (4), Five (5), Six (6), Seven (7), Eight (8), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Twenty (20), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), and Thirty-Two (32) as shown by the Subdivision Plat shall be not less than nor more than two stories in height, shall contain a minimum of One Thousand Four Hundred (1,400) square feet of air conditioned living area, and shall have attached thereto a garage capable of storing two (2) automobiles therein.

ARTICLE XIII

Location of Structures On Lots and Setbacks

All of the Lots in the subdivision (with the exception of Lot Twenty-One) shall be used exclusively for single family private residences of not less than nor more than two (2) stories in height and shall be known and designated as "Townhomes".

Section 1. Setbacks. All of the Lots in the subdivision as shown on the Subdivision Plat shall be subject to a fifteen (15') foot building line setback across the front of said Lots as shown by the

Subdivision Plat.

Section 2. Side Lot Lines. Except as hereinafter provided, the Lots in the subdivision shall be known and designated as zero (0) Lot lines, and the Lot lines separating each Lot in the subdivision as shown by the Subdivision Plat shall be defined as the zero (0) Lot Line. No windows, doors, or other openings shall be constructed, installed or allowed on the zero (0) Lot line of any Townhome.

Section 3. Exceptions to Zero Lot Line. Notwithstanding anything to the contrary contained in this Article:

- (a) Lots Six (6), Ten (10), and Twenty-Seven (27) shall be subject to a 7.5' setback from the southwesterly Lot line of said Lots and further subject to the easement for common parking as shown on the Plat of the Subdivision.
- (b) Lots Seven (7), Eleven (11), and Twenty-Six (26) shall be subject to a 7.5' setback from the northeasterly Lot line of said Lots and further subject to the easement for common parking as shown on the Plat of the Subdivision.

Section 4. Any Townhouse constructed on Lots One (1), Thirty-Two (32), Sixteen (16), and Seventeen (17) are hereby restricted to a minimum exterior width of twenty four feet (24'). Said measurement to commence from the Lot line of the Lots adjacent to said Lots and continuing across the front of any Townhouse constructed on said Lots.

ARTICLE XIV

Common Areas

Section 1. Lot Twenty-One (21) as shown on the plat of said subdivision is hereby reserved by Declarant for purposes of construction of a swimming pool and pool building and a maintenance building and for other improvements appurtenant to and incident to a swimming pool and pool building and maintenance building, all of which shall be for the mutual benefit of all of the Lots of the subdivision. Any such pool, pool building, maintenance building or any improvements constructed on said Lot Twenty One (21) shall be at the cost and expense of Declarant. The Association shall bear the sole cost and expense of maintenance of same, as with other common areas in the subdivision. Construction of improvements on said Lot Twenty One (21) shall be subject to the setback line shown on the

plat of the subdivision. This reservation shall continue and extend in perpetuity; provided, however, that upon vote of two-thirds (2/3) of the members of the Association at a meeting called for that purpose, Lot Twenty One (21) may be committed to such other purposes as may be decided by vote of two-thirds (2/3) of the members of the Association as long as any new such purpose to which Lot Twenty One (21) may be committed shall be for the common good, use, privilege and enjoyment of all the Lots in the subdivision.

Section 2. Notwithstanding anything to the contrary contained in this declaration, the Declarant may retain the legal title to the Common Properties and Common Facilities in the subdivision until such time as it has completed improvements thereon and until such time as in the sole opinion of Declarant, the Association is able to operate and maintain the same. Until title of such Common Properties and Facilities has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Properties and Facilities granted to the Association in this declaration.

ARTICLE XV

Architectural Control Committee

No building, fence, wall or other permitted structure or construction or reconstruction shall be commenced, erected or maintained, placed, altered or reconstructed on any Lot in this subdivision until the building specifications and the plot plan showing the location of such buildings or improvements have been approved, in writing, as to conformity in harmony of external design with existing structures in the subdivision and as to location of the building or other improvements with respect to the topography and finished ground elevation and as to compliance with these restrictions and covenants, all of which must be approved in writing by an Architectural Control Committee, initially composed of Ike Fitzgerald and Roy Acord, Jr., their heirs, assigns, or appointees. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and

location, or to designate a representative with like authority and the remaining member shall have the authority to name another person to fill the vacancy on such committee. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. This committee shall also be authorized to approve deviations from these restrictions when, in the opinion of the committee, such deviation will not detract from the attractiveness and the market value of any Lot covered hereby. Ike Fitzgerald and Roy Acord, Jr. shall remain members of the Architectural Control Committee until their death or resignation, and in the event of the death or resignation of both without appointment of successor or successor members, the majority of the owners within the subdivision, at a meeting of the owners of the Lots of the subdivision, after reasonable notice to all owners of property within the subdivision, may by majority vote designate and appoint an Architectural Control Committee. At no time shall the Architectural Control Committee consist of more than three (3) persons.

The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into and location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions in this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed, maintained, or reconstructed, on any Lot in the properties in a manner inconsistent with any provisions of this declaration. The Architectural Control Committee shall have

full power and authority to reject any plans and specifications that do not comply with restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole description of the Architectural Control Committee, with the design or overall character and aesthetics of the properties.

The duties, rights, powers and authority of the Architectural Control Committee constituted hereby and contained in this Article XV or elsewhere in these Restrictions may be assigned at any time, at the sole election of the majority of the members of the committee, to the Board of Directors of the Association, and from and after the date of such assignment, and the acceptance thereof by such Board of Directors, the Board of Directors of the Association shall have full right, authority and power, and it shall be obligated, to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

ARTICLE XVI

General Provisions

Section 1. The covenants and restrictions of this declaration shall run with and bind the land, and shall enure to the benefit of and be enforced by the Association or the owner of any land subject to this declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2006. During such initial term, the covenants and restrictions of this declaration may be changed or terminated only by an instrument signed by the then owners of all Lots of the subdivision and properly recorded in the appropriate records of Victoria County, Texas. Upon the expiration of such initial term, said covenants and restrictions (as changed, if changed) and the enforcement rights relative thereto, shall be automatically extended for successive period of ten (10) years. During such ten year extension periods, the covenants and restrictions of this declaration may be changed or terminated only

by an instrument signed by the then owners of not less than Fifty One Percent (51%) of all the Lots in the subdivision and properly recorded in the appropriate records of Victoria County, Texas.

Section 2. The Association, as a common expense to be paid out of the Maintenance Fund or any owner at his own expense, shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments, and all other provisions set out in this declaration. Failure of the Association or of any owner to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of their right to take enforcement action upon any subsequent breach or default.

Section 3. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this declaration by any instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this declaration and shall not impair or affect the vested property or other rights of any owner or his mortgagees.

Section 4. If this declaration or any word, clause, sentence, paragraph or any part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this declaration shall govern.

Section 5. If any punctuation, word, clause, sentence or other provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

Section 6. The singular, whenever used herein shall be construed to mean the plural, when applicable, and the necessary

grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 7. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof which shall remain in full force and effect.

ARTICLE XVII

Ratification of Lienholder

UNITED BANK - VICTORIA, the owner and holder of a lien covering all of the properties, has executed this declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions, and restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, and the lienholder have executed this declaration to be effective this 24th day of February, 1982.

CHATELET DEVELOPMENT COMPANY,
A Co-Partnership

By

Ike Fitzgerald, Partner

By

Roy Acord, Jr., Partner

UNITED BANK - VICTORIA

By

Thomas C. Tyng, President

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

BEFORE ME, the undersigned authority, on this day personally appeared IKE FITZGERALD, Co-Partner of CHATELET DEVELOPMENT COMPANY, a Co-Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein



expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day
of FEBRUARY, 1982.

Robert C. McKay

Notary Public in and for
Victoria County, Texas
ROBERT C. MCKAY
My Commission Expires 4-22-84

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

BEFORE ME, the undersigned authority, on this day personally
appeared PROX ACORD, JR., Co-Partner of CHATELET DEVELOPMENT COMPANY,
a Co-Partnership, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that
he executed the same for the purposes and consideration therein
expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 11th day of
FEBRUARY, 1982.

Robert C. McKay

Notary Public in and for
Victoria County, Texas
ROBERT C. MCKAY
My Commission Expires 4-22-84

THE STATE OF TEXAS X

COUNTY OF VICTORIA X

BEFORE ME, the undersigned authority, on this day personally
appeared THOMAS C. TYNG, President of UNITED BANK - VICTORIA, a
Texas Banking Corporation, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purposes and consideration therein
expressed, in the capacity therein stated, and as the act and deed
of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24th day
of FEBRUARY, 1982.

Jan Strong

Notary Public in and for
Victoria County, Texas
JAN STRONG

Commission expires 12-4-84

FILED

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W. D. Hines
COUNTY CLERK
VICTORIA COUNTY, TEXAS

By: *Margaretta Simmons, Deputy*

STATE OF TEXAS COUNTY OF VICTORIA
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly re-
corded in the volume and page of the named records
of Victoria County, Texas as stamped herein by me.

MAR 3 1982



W. D. Hines
COUNTY CLERK, Victoria County, Texas

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