

CITIZENS STATE BANK OF  
CORPUS CHRISTI, TRUSTEE

DECLARATION OF LIMITATIONS

TO  
THE PUBLIC

AND RESTRICTIONS TO  
WRIGHT PLACE

THE STATE OF TEXAS     |  
COUNTY OF NUECES       |

KNOW ALL MEN BY THESE PRESENTS:

That CITIZENS STATE BANK OF CORPUS CHRISTI, TRUSTEE, referred to hereinafter as "GRANTOR", does hereby MAKE and PUBLISH the limitations and restrictions which are to apply and become a part of all contracts of sale, deeds and other legal instruments whereby title or possession is divested out of the present owners and invested in other person or persons to any and all lots and blocks contained in WRIGHT PLACE, Nueces County, Texas, said subdivision having been subdivided into lots and blocks with intervening streets and easement ways for the construction, operation and maintenance of utility lines, all in accordance with a map or plat thereof prepared by Urban Engineering, licensed engineers, said map or plat being of record in Volume 34, Page 45, Map Records of Nueces County, Texas, to which reference is here made for all purposes.

All of the limitations and restrictions herein contained shall extend to and include the heirs, assigns, devisees, lessees, and holders of every kind, who may purchase or acquire any real property interest of any type, nature or degree in said subdivision from said Grantor, its successors and assigns.

Grantor does hereby dedicate all streets and easement ways shown and set forth on the face of said map or plat, such dedication to be used for the construction, operation and maintenance of utility lines and roads and streets for the use of the public to the extent that the public is entitled to use property so dedicated.

Grantor further provides that the covenants, conditions, limitations and restrictions herein contained shall constitute covenants running with the land, and each and every one of such

restrictions and limitations shall be binding upon and shall inure to the benefit of Grantor, of Wright Place, their successors and assigns, and to the purchasers of all lots and other property interest in said subdivision. Such conditions, limitations and restrictions shall be made a part of such contract or other instrument conveying a lot or lots within said subdivision by reference to the place of record of this instrument, and by the acceptance of any such instrument of conveyance of any property interest therein, the Grantee in such instrument of conveyance, his heirs and assigns, shall be subject to and shall agree to be bound thereby, and each such contract to deed or other instrument of conveyance shall be conclusively held to have been executed, delivered and accepted subject to all terms, conditions, limitations and restrictions herein contained. In the event of the failure of any contract, deed or other instrument of conveyance in said subdivision to refer to this instrument, nevertheless this instrument shall be considered a part of such instrument of conveyance, and transfer to any Grantee of any property interest in and to said subdivision shall be construed to be subject to the terms and provisions hereof.

R E S T R I C T I O N S

For the purpose of creating and carrying out a uniform plan of improvement and sale of lots in Wright Place and for the purpose of maintaining said subdivision as a restricted residential area, the following limitations, restrictions, and conditions on the use of lots contained therein are hereby established, adopted and imposed upon each lot or parcel of land in said subdivision, to-wit:

(1) All property in Wright Place shall be used for private residence purposes only. No property in this addition shall be used for business or commercial purposes of any nature whatsoever.

(2) No more than one (1) dwelling will be permitted on any one lot in said addition, and no re-subdivision of any lot will be permitted without the written approval of the Restriction

Committee. All house plans shall be submitted to the Restriction Committee before start of construction.

(3) All buildings constructed in said addition must have an attractive appearance and must be maintained in such a way as to present an attractive appearance for the addition.

(4) House shall be set back from front property line twenty-five (25) or more feet and ten (10) or more feet from any side or rear lot line.

(5) Barns, sheds, chicken houses or any other building except house, garage and well cover shall be set back 100 or more feet from front property line.

(6) No residence shall be erected on any lot with a square footage of living area less than 1,000 feet. Garages, enclosed porches, breezeways, guest houses, etc., shall not be considered as part of the minimum square footage listed above. In the case of more than one story houses above ground level, the ground floor shall not be less than 1,000 square feet in the living area.

(7) No structure shall be moved onto any tract in the addition. All front yards shall be kept clear of litter. No building materials or old cars shall be left beyond a reasonable length of time.

On or before January 1, 1971, Citizens State Bank of Corpus Christi, Trustee, shall appoint a committee (to be known as the Restriction Committee) of five (5) property owners to serve for a three (3) year period; after the expiration of this three (3) year period, the Committee will consist of five (5) property owners elected by a majority of the owners of the property in said addition and a new election held each three (3) years thereafter. In the event an election is not held at the time specified, the then existing Committee shall continue to serve until a new one is duly elected. Any vacancies will be filled by choice of the remaining committee members.

8. No garage, temporary building or trailer house shall

be permitted for the use as living quarters, except a garage apartment will be permitted provided it is built in conjunction with or after the main dwelling is erected.

(9) Septic systems used in connection with buildings on any lot in said addition must be of a type to require the use of a septic tank and field drains. In no event will a cesspool be permitted on any lot in this addition, due to the fact that it is anticipated that fresh water wells will be drilled in the addition. No outdoor toilets may be constructed or maintained in this addition.

(10) No hogs shall be kept on any part of this addition.

(11) No lots or lot in said addition shall be used as a junk yard, trailer park, or for treating persons afflicted with tuberculous or any other diseases that are infectious or contagious, nor shall any of said lot or lots be used for any purpose that is obnoxious or offensive to the owner or users of other lots in said addition, nor shall anything be done on any lot or lots in said addition that shall become an annoyance or a nuisance to other users or owners in said addition.

(12) If through any error or oversight or mistake between grantor and the owners or builders of any structures shall not entirely conform to all of the limitations and restrictions herein contained, such non-conformity shall in no way affect or impair the limitations and restrictions as applying to any and all of the remainder of said addition. Any delinquency or delay on the part of any owner to enforce the correction of any violation of the restrictions or limitations herein contained shall not operate as a waiver of such violation nor shall such delinquency or delay confer any implied right on any other owner or holder of a lot or lots in said addition to change, alter or violate any of the limitations and restrictions herein contained.

(13) No church, school of any kind, nursery for the care of children, business or professional office or occupation of any kind or connection, building for public gathering of any kind may

be erected, operated or maintained in said subdivision.

(14) No sign, billboard, poster or advertising device of any character shall be erected on any building site, lot or tract within the boundaries of Wright Place except that a "For Sale" sign, not exceeding four (4) square feet in size and advertising that property on which the sign is located is for sale.

(15) No boat, boat trailer, travel trailer, camper or other similar property shall be stored in front of the lots or in the front of the lot itself, but may be stored in the back of the lot; otherwise, it will have to be stored in location in subdivision approved for same.

(16) No inoperative automobiles shall be kept on any lot within the subdivision.

(17) Garbage and Refuse Disposal - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

#### D U R A T I O N   O F   R E S T R I C T I O N S

(18) Each and all of the limitations and restrictions herein contained shall end and terminate twenty (20) years from and after this date unless continued for another similar period in the manner hereinafter provided. Within six (6) months before the expiration of said twenty (20) year period, any five (5) owners of one or more lots in said subdivision may call an election to be held at any building within the subdivision named in said call, said call to be published one time in any County newspaper published in Corpus Christi, Texas, at which all owners of one or more lots in said subdivision shall be entitled to vote, one vote allowed each owner of each lot in said subdivision. The question to be presented for decision at such election is: Shall the limitations and restrictions herein contained be extended for a further term of twenty (20) years, beginning at the expiration of the twenty (20) year period herein provided. If a majority of the votes cast

in said election shall favor the continuance of said limitations and restrictions, the results of said election shall be set forth in a written instrument which shall be signed and acknowledged by one of those who called said election, and filed for record in the office of the County Clerk of Nueces County, Texas, before the expiration of the present twenty (20) year period, and such limitations and restrictions shall thus be automatically continued in full force and effect for the further period of twenty (20) years. Any three of those who called said election shall conduct such election and shall act as the judges thereof. Where a lot is community property or a homestead, the vote may be cast by either the husband or the wife, but not by both. Where owned by joint tenants, the vote shall be cast by only one of the tenants. Where title to any lot or lots is in process of adjudication in any court, such court may authorize a representative to cast the ballot for the lot or lots involved.

(19) In case the first election is declared illegal by the courts or considered irregular by said judges, a second election may be held in a similar manner as the first, at any time within six (6) months after such final decision, whether before or after the expiration of the present twenty-year period herein provided for, and the results shall be likewise binding for an additional twenty-year period if carried by a majority of the votes in such election.

(20) In the event such election is held and the majority of the votes cast in such election shall be cast against the continuation of the limitations and restrictions herein contained, then and in such event, all restrictions, limitations and conditions herein contained shall become null, void and of no further force and effect from and after the expiration of the original twenty-year period herein provided for.

(21) At the end of the second twenty-year period, if such restrictions and limitations were imposed for the second twenty-year period, another election can be held in a similar manner to determine whether or not such restrictions and limitations shall be extended for a third twenty-year period, with the results

to be determined in the same manner as at the end of the first twenty-year period. Subsequent elections may be held each and every twenty (20) years thereafter as long as the owners of property in said subdivision desire to impose such limitations and restrictions as are herein contained.

ENFORCEMENT OF RESTRICTIONS

(22) All restrictions and limitations herein contained shall be binding upon the parties hereto and all parties claiming by, through or under them and upon all owners of property in said subdivision, each of whom shall be obligated and bound to observe all of the restrictions, conditions and limitations herein contained; provided, however, that no person or persons shall be liable for breaches hereof committed by any person or persons at any time other than during his or her ownership of property in said subdivision.

(23) Each and every owner of a lot or lots in Wright Place shall have the right to enforce the restrictions, conditions and limitations herein contained and shall have the right to injunction, either prohibitory or mandatory, or both, as a means of preventing a breach, or to enforce the observance of all the restrictions, limitations and conditions herein contained. The remedy or injunction shall be cumulative to that of forfeiture of title, as well as of all other legal remedies to which such parties may be entitled. Specifically, any owner or owners of a lot or lots in said subdivision who are damaged by virtue of the breach of any of the covenants, limitations and restrictions herein contained, shall have the right to sue for damages any person or persons violating such restrictions, conditions and limitations and the person or persons violating the provisions hereof shall be liable for legal damages and reasonable attorney's fees.

(24) Should any portion of the restrictions, limitations and conditions herein contained be held by any court to be invalid, void, or unenforcible for any reason, such adjudication or holding shall not in any way affect, limit, impair or restrict any other of the provisions hereof.

AGL 77 MAR 2006

This instrument shall be recorded in the office of the County Clerk of Nueces County, Texas, and shall be referred to in all contracts and deeds executed by Grantor; and such reference, or if such reference is omitted, the mere filing hereof in the office of the County Clerk shall place all subsequent owners, purchasers and interested persons in and to any and all of the lots or blocks in said subdivision on due notice of the full contents hereof as completely as if this instrument were included in full in such contracts of sale, contracts for deed, deeds, or other instruments evidencing title to any portion of this subdivision. The terms and provisions hereof shall extend to the successors and assigns of Grantor and to all who are or may become the owners of any property interest contained in said subdivision.

IN WITNESS WHEREOF the Citizens State Bank of Corpus Christi, Trustee, has caused these presents to be executed by its duly authorized President this the 8th day of July, 1968.

CITIZENS STATE BANK OF CORPUS CHRISTI,  
TRUSTEE

By John A. Mobley

STATE OF TEXAS !  
COUNTY OF NUECES !

BEFORE ME, the undersigned authority, on this day personally appeared JOHN A. MOBLEY, the President of CITIZENS STATE BANK OF CORPUS CHRISTI, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said CITIZENS STATE BANK OF CORPUS CHRISTI, a banking corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of July, 1968.

STATE OF TEXAS  
COUNTY OF NUECES

Mildred M. Smith  
Notary Public, Nueces County, Texas

MILDRED M. SMITH

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED in the Volume and Page of the named RECORDS of Nueces County, Texas, as stamped hereon by me, on

JUL 9 1968

FILED FOR RECORD  
NUECES COUNTY, TEXAS

1968 JUL 8 PM 12 51



COUNTY CLERK,  
NUECES COUNTY, TEXAS

DEED RECORDS  
VOL. 1281 PAGE 222

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MRS. HENRY F. GUGGER  
BY John A. Mobley  
DEPUTY

Handwritten notes: 767164, 78410, 10102, 24, 78410



799863

WILL 120 INACE 417

THE STATE OF TEXAS  
COUNTY OF NUECES

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS by instrument in writing dated the 8th day of July, 1968, CITIZENS STATE BANK OF CORPUS CHRISTI, TRUSTEE, to The Public set forth certain Declaration of Limitations and Restrictions to Wright Place, a subdivision in Nueces County, Texas, map or plat of said subdivision being on file and of record in Volume 34, Page 45 in the Map Records of Nueces County, Texas, to which reference is here made for all purposes, said Declaration of Limitations and Restrictions also being on file in the Office of the County Clerk of Nueces County, Texas, having been filed on July 8, 1968, and being on file and of record in Volume 1281, Pages 215-222 of the Deed Records of said county, and,

WHEREAS in Paragraph No. 7 on Page 3 of said instrument it is provided that CITIZENS STATE BANK OF CORPUS CHRISTI, TRUSTEE, shall appoint a committee (to be known as the Restriction Committee) of five (5) property owners to serve for a three-year period,

NOW, THEREFORE, know all men by these presents that CITIZENS STATE BANK OF CORPUS CHRISTI, TRUSTEE, does hereby name the following persons to serve as the original committee under the terms of said instrument, to-wit:

E. C. Boswell	4937 Janet - Corpus Christi, Texas
H. C. Schryver	421 Claremore - Corpus Christi, Texas
Ralph Newton	906 Rosedale - Corpus Christi, Texas
J. R. Holland	10202 Shane - Corpus Christi, Texas
Jack Young	4933 Janet - Corpus Christi, Texas

IN WITNESS WHEREOF the CITIZENS STATE BANK OF CORPUS CHRISTI, TRUSTEE, has caused these presents to be executed by its duly authorized President and Trust Officer this the 6th day of October, 1969.

CITIZENS STATE BANK OF CORPUS CHRISTI,  
TRUSTEE

By *William A. Hobbly*

DEED RECORDS

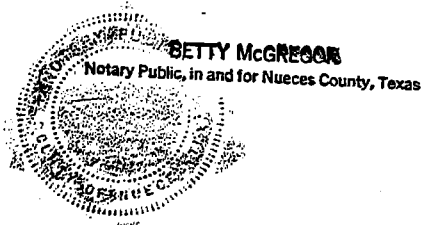
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THE STATE OF TEXAS  
COUNTY OF NUECES

ROLL 120 PAGE 418

BEFORE ME, the undersigned authority, on this day personally appeared JOHN A. MOBLEY, the President of CITIZENS STATE BANK OF CORPUS CHRISTI, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said CITIZENS STATE BANK OF CORPUS CHRISTI, a banking corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of October, 1969.



*Betty McGregor*  
Notary Public, Nueces County, Texas

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Nueces County, Texas, as stamped hereon by me, on

OCT 9 1969



*Ms. Henry G. Ganger*  
COUNTY CLERK,  
NUECES COUNTY, TEXAS

*2/1/70  
Ex 10102*

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OCT 8 11 26 AM '69  
M. A. Ganger  
COUNTY CLERK, NUECES COUNTY

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DEED RECORDS  
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*799863*  
*Index in R. S. Christman's*

STATE OF TEXAS I

COUNTY OF NUECES I

MINUTES OF THE CALLED MEETING, February 21, 1988, of Wright Place Subdivision Owners is a true and correct recording attested to by all those present, and that the minutes approve a continuation of the Declaration of Limitations and Restrictions to Wright Place, Roll 77, Page 1999; Vol. 1281, Page 222, of Deed Records of Nueces County dated July 9, 1968, as stated therein.

Signed this 2nd day of March, 1988.

Robert Lee, Board Chairman  
Robert Lee, Board Chairman

STATE OF TEXAS I

COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared Robert Lee, Board Chairman, 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 purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of March, 1988.



Mary E. Villarreal  
Notary Public in and for the  
State of Texas

MARY E. VILLARREAL  
Notary Public, State of Texas  
My Commission Expires 2-2-89

ROLL 201 IMAGE 468

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me; and was duly  
RECORDED in the Volume and Page of the named RECORDS  
of Nueces County, Texas, at the time hereon by me, an

MAR 2 1988

Minutes of Called Meeting  
of February 21, 1988

Wright Place Subdivision Property Owners



*Marion Hollings*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

The meeting was called to order by the Board Chairman, Robert Lee. Stated purpose of the meeting was to vote on a continuation of the Declaration of Limitations and Deed Restrictions that are at present in force by virtue of record in the County Clerk's office, Nueces County, Corpus Christi, Texas.

General discussion was held as to the strength and enforceability of the continued restrictions.

A vote was called for by Mr. Kennedy to accept the restrictions that are now on file and in force, and keep them as an attachment to property deeds on all lots in Wright Place Subdivision.

The motion was passed in favor eight (8); against none (0).

The Declaration of Limitations and Deed Restrictions will be extended until July 8, 2008, with no changes or amendments attached unto, and is to be filed for record in the County Clerk's Office, Nueces County, Corpus Christi, Texas. The extension is for a period not exceeding twenty (20) years.

Motion to adjourn was made and seconded.

ATTEST:

*John Lintner*  
John Lintner

*Denise Smith*  
Denise Smith, Board Treasurer

*Charles Dillman*  
Charles Dillman

*Robert Lee*  
Robert Lee, Board Chairman

*E. Hobart Kennedy*  
E. Hobart Kennedy

*Jerry Cobb*  
Jerry Cobb

*Davis Rumpf*  
Davis Rumpf

*Edmundo A. Perez*  
Edmundo Perez

FILED FOR RECORD

MAR 2 1 26 PM '88

*Marion Hollings*  
COUNTY CLERK NUECES COUNTY TX

DEED RECORDS

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4-14

Robert E. Lee  
Rt 1 Box 128-AA  
Rabstown, TX 78380

## DECLARATION OF LIMITATIONS AND RESTRICTIONS

## Wright Place Subdivision

STATE OF TEXAS

ORIGINAL

COUNTY OF NUECES

Attached addendum dated December 30, 2008, of Wright Place Subdivision owners is a true and correct recording attested to by all those present, and that it shall approve a continuation of the Declaration of Limitations and Restrictions to Wright Place, Roll 77, Page 1999; Vol. 1281, Page 222, of Deed Records of Nueces County dated July 9, 1968, as stated therein.

Signed this 8<sup>th</sup> day of January, 2009

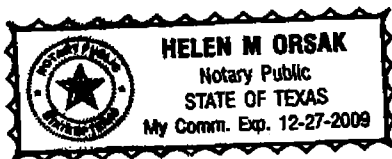
Vicki Lee, Board Chairman  
Vicki Lee, Board Chairman

STATE OF TEXAS

COUNTY OF NUECES

Before me, the undersigned authority, on this day personally appeared, Vicki Lee, Board Chairperson, known to me to be the person whose name is subscribed tot he foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of January, 2009



Helen M Orsak

Notary Public in and for the State of Texas

WRIGHT PLACE SUBDIVISION  
NUECES COUNTY, TEXAS

December 30, 2008

SUBJECT: Declaration of Limitations and Deed Restrictions

AGENDA: Re-file a continuation of deed restrictions

Group was called upon by Board Chairman, Vicki Lee, to vote/approve on a continuation of the Declaration of Limitations and Deed Restrictions currently in force by virtue of record in the County Clerk's office, Nueces County, Corpus Christi, Texas.

A vote was called for by Cathy Byerly, to accept the restrictions that are now on file and in force, and keep them as an attachment to property deeds on all lots in Wright Place Subdivision.

The motion was seconded and passed in FAVOR to extend current deed restrictions as is in.

The declaration of Limitations and Deed Restrictions will be extended until December 30, 2028, with no changes or amendments attached unto, and is to be filed for record in the County Clerk's Office, Nueces County, Corpus Christi, Texas. The extension for this period will be a minimum of twenty (20) years.

Motion to adjourn was made and seconded.

ATTESTED BY:

Vicki Lee

Vicki Lee, Board Chairman

John S. Byerly

Janet Williams

Wayne Green

Victor Hadden

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Above and before me appeared the undersigned authority known to me to be the person whose name is subscribed as a homeowner whom are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

BOARD

✓ Vicki Lee  
5564 Sunrise Trail  
Robstown TX 78380

STATE OF TEXAS  
COUNTY OF NUECES

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

*Diana T. Barrera*

DIANA T. BARRERA  
NUECES COUNTY, TEXAS

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

Doc# 2009000732  
# Pages 3  
01/08/2009 2:03PM  
Official Records of  
NUECES COUNTY  
DIANA T. BARRERA  
COUNTY CLERK  
Fees \$23.00

**ORIGINAL**