

DOC# 1998006594

RESTRICTIVE COVENANTS**Knolle Hills Subdivision
Nueces County, Texas**

This document pertains to Lots 1 through 8 inclusive and Lot 10 (but not Lot 9) of the KNOLLE HILLS SUBDIVISION, a subdivision of Nueces County, Texas, as shown by the plat recorded in Volume 58 at pages 136-137 of the Map Records of Nueces County, Texas, File No. 1997045035 (herein referred to as the "subdivision" or the "Addition"). The undersigned parties ("Owner") establish, adopt and impose upon the Subdivision the restrictions, conditions, use limitations and covenants herein set forth. For convenience, the lots listed may be referred to as the "Restricted Lots," and any one of the lots as a "Restricted Lot."

I. RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of the Addition and the Restricted Lots therein contained, as a restricted subdivision, the following restrictions, conditions and use limitations are established, adopted and imposed upon each Restricted Lot in the Addition, which restrictions, conditions and use limitations shall constitute covenants running with the land, shall be binding upon and inure to the benefit of Owner, Owner's heirs, legal representatives, successors and assigns, and upon all parties acquiring one or more Restricted Lots, whether by purchase, descent, devise, gift or otherwise, and each party, by the acceptance of title to any Restricted Lot, shall abide by and perform the terms, conditions, restrictions, use limitations and covenants as set forth herein. These restrictions, conditions and use limitations shall be made a part of each contract and/or deed executed by, or on behalf of, the Owner conveying a Restricted Lot within the Addition by reference to the place of record of this document. By acceptance thereof, the grantees and all parties claiming under the grantees, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all the terms, conditions and restrictions set out in this document. In the event, however, of the failure of any contract and/or deed to any Restricted Lot to refer to this document, this document shall nevertheless be considered a part thereof, and any conveyance of any Restricted Lot shall be construed to be subject to and limited by the terms of this document.

II. DEFINITIONS

1. A "street" shall be deemed to include any road, street, avenue, drive, court, square, circle, terrace, plaza or passageway shown as a thoroughfare on the recorded subdivision plat of the Addition whether within or adjoining the Addition.

2. A "lot" is the same as a Restricted Lot as defined above used as a building site in the Addition.

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

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

III. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

To maintain continuity of design, all primary buildings shall comply with the following:

1. The total floor area of the enclosed main structure of the single family residence (exclusive of patios, open porches, carports and garages) shall contain a minimum of 1,800 square feet, however, the minimum total floor area may be reduced to not less than 1,500 square feet with the prior written approval of the Architectural Control Committee acting in accordance with the terms and limitations of paragraph V.6 below. In this regard, the Architectural Control Committee has approved a minimum total floor area of 1,500 square feet for a residence constructed on Lot 10 of the Subdivision.

2. No building, fence or wall shall be constructed on any lot nearer to a street than the Building Line shown on the Subdivision plat, nor farther away from the front lot line than the Committee (see Article V) determines to be in harmony with existing buildings in the immediate vicinity and the natural terrain. No portion of any main building shall be constructed nearer than twenty-five (25) feet to any interior lot line except in the case of an unusual or irregularly shaped lot, buildings and other improvements may be constructed at locations approved in advance by the Committee.

IV. GENERAL LAND USE

1. All lots in the Subdivision shall be used for single-family residential purposes only.

2. Trailer homes and mobile homes are prohibited. Recreational vehicles with living quarters may not be used for

residential purposes and shall not have external connections in use for water, sewer or electricity.

3. Temporary buildings are prohibited, except only temporary construction offices.

4. No existing buildings may be moved onto any of the lots except only as may be approved in advance by the Committee.

5. No building shall exceed two (2) stories in height.

6. Only new materials are allowed for construction, with the exception of used bricks and as may be otherwise approved in advance by the Committee.

7. A reasonable number of sheep, goats, cows, horses or other large animals may be maintained on a lot provided the property is adequately fenced for such purposes. No animal breeding or other commercial operation shall be conducted on a lot.

8. Drilling for oil or gas is prohibited by any lot owner.

9. Signs are limited to no more than one (1) per lot, and may be no larger than 1 foot x 2 feet (including political signs).

10. No lot shall be further subdivided into smaller lots, however, (i) this provision shall not prohibit deeds of corrections or deeds to resolve boundary line disputes and similar corrective instruments, and (ii) in the event a lot is conveyed to the Texas Veterans Land Board (the "VLB") and then sold under contract for deed by the VLB to a third-party purchaser, the VLB may convey to such purchaser a part of the lot not exceeding 1.2 acres in size for a residential building site provided one boundary of such building site shall adjoin and be contiguous to an exterior boundary of the lot and the building site otherwise is located and configured in a manner allowing the remaining portion of the lot to have reasonable and direct access to the public road adjoining the lot.

11. All lots shall at all times be kept in a sanitary and attractive condition. No lot or any part thereof shall be used for outside storage of inoperative vehicles or machinery, or waste matter. All waste matter shall be kept in adequate containers with tightly-fitting lids screened from the public view. No lot shall be used for open storage of any used materials, except that new building materials used in the construction of improvements erected on any lot may be placed on such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay.

12. No commercial antennae may be erected or maintained on any lot. Any privately owned, noncommercial antennae shall be maintained behind the front wall line of the main dwelling constructed on the lot.

13. No hunting shall be conducted on any lot and the taking of any wildlife by gunfire, bow and arrow, snare, trap or any other means is prohibited. Deer, turkey, birds and other wildlife add substantially to the value of the Addition and should be protected.

V. ARCHITECTURAL CONTROL

1. The Architectural Control Committee ("Committee") shall be composed of three (3) members. The initial three members of the Committee are the following persons:

- (a) Name: Charles E. Knolle, Jr.
Address: Route 1, Box 81
Sandia, TX 78383
- (b) Name: Mary E. Knolle
Address: Route 1, Box 81
Sandia, TX 78383
- (c) Name: Dabney E. Welsh
Address: Route 1, Box 81
Sandia, TX 78383

2. Each member of the Committee shall serve until a successor is named. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, or a designated representative, shall be entitled to any compensation for services performed. The Committee and its members shall be free from liability for actions within the scope of the Committee's function, unless gross negligence is proven. All owners of any lot expressly waive and relinquish any and all claims against the Committee or its members except for proven claims of gross negligence.

3. The record owners of a majority of the Restricted Lots in the Subdivision shall have the power at any time, through a duly recorded written instrument, to change the membership of the Committee, to withdraw powers and duties from the Committee, or to restore the powers and duties of the Committee. Any such action shall be effective upon recordation of a written instrument properly reflecting same.

4. No buildings or any other structure or improvements shall be erected, placed or altered on any Restricted Lot until

the plans and specifications and a site plan showing all aspects of the structures and improvements have been approved by the Committee as to (i) quality of workmanship and materials, (ii) harmony of external design with existing structures and improvements, (iii) location with respect to typography and finish grade elevation; and (iv) compliance with the restrictions, conditions and use limitations contained in this document.

5. All final plans and specifications and site plan must be submitted in duplicate to the Committee for approval prior to the commencement of any construction. The Committee's approval or disapproval as required by this instrument shall be in writing. In the event plans and specifications and site plan are properly submitted to the Committee for its review and the Committee or its duly designated representative fails to approve or disapprove the same within thirty (30) days after being submitted to the Committee, and if no suit is commenced to enjoin the construction prior to the completion thereof, then approval is presumed. Any modification or change to approved plans and specifications and site plan must be approved in writing and in advance by the Committee.

6. The Committee shall have the right and authority to waive or modify any use restriction or limitation contained herein (excluding, however, the requirement that each lot be used for single family residential purposes only) where, in the opinion of the Committee, such action is necessary for the advantage and best appearance of the Subdivision and only in the following circumstances:

(a) Where one lot and all or a portion of other contiguous lot or lots are being used together for the purpose of building a single-family residence.

(b) In the case of lots which are unusual in size or which are of an unusual or irregular shape.

(c) In the case of changed circumstances arising from either advances in technology or other unforeseen developments resulting in the need for such action in order to accomplish the original purposes of these protective covenants and use limitations.

VI. DURATION OF RESTRICTIONS

Subject to the provisions of Article XI below, these restrictions, conditions, use limitation and covenants shall continue and be binding upon the Owner, the Owner's heirs, legal representatives, successors and assigns, for a period of thirty (30) years from the date hereof, unless terminated or amended as herein provided. At the expiration of thirty (30) years, such

restrictions, conditions, use limitations and covenants shall automatically be extended for an additional ten (10) year period and for successive periods of ten (10) years thereafter, unless same are nullified or revised as herein provided. After the expiration of thirty (30) years from the date of this instrument, the holders of record title of more than fifty percent (50%) of the lots in the Addition and their mortgagees may execute and acknowledge an agreement in writing terminating or amending the terms of this instrument and file the same in the Office of the County Clerk of Nueces County, Texas, or in such office as conveyance of real estate then may be required to be filed, and thereafter the restrictions, conditions, use limitations and covenants set forth in this instrument shall be null, void and of no further force and effect, or shall be modified or revised as such recorded instrument may direct.

VII. RIGHT TO ENFORCE

The restrictions, conditions, use limitations and covenants herein set forth shall be binding upon Owner, Owner's successors and assigns, and all parties claiming by, through or under Owner and all subsequent owners of property in the Addition, each of whom shall be obligated and bound to observe the terms of this document. The violation of any term or provision of this document shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against any lot or any part thereof, but such liens may be enforced as against any and all lots covered thereby, subject, nevertheless, to the terms of this document. The owner of any lot or lots in the Addition shall have the right to enforce observance or performance of the provisions of this document. If any party violates or attempts to violate any term, condition or provision of this document, it shall be lawful for any party owning any lot in the Subdivision, or the Committee, to prosecute proceedings at law or in equity against the party violating or attempting to violate the same, in order to accomplish any one or more of the following: to prevent the owner from so doing; to correct such violation; to recover damages; or, to obtain such other relief for such violation as then may be available. In the event any party seeking to enforce this document incurs any attorney's fees or expenses for enforcement hereof against a defaulting party, the party in default agrees and covenants to pay and be liable for all such expenses and attorney's fees so incurred.

VIII. SEVERABILITY

Invalidation of any of the terms, provisions or covenants contained in this document by judgment or court order shall not in any way affect any of the other terms, provisions or covenants set forth in this document, which shall remain in full force and effect.

IX. EASEMENTS

Parkway and Drainage Easement

Lots 1, 2, 5, 6, 7 and 8 in the Addition are encumbered by and subject to the fifty (50) foot wide parkway and drainage easement over and across portions of each lot as shown by the subdivision plat of the Addition (the "Parkway Easement"). The Parkway Easement shall be used exclusively for the following purposes only:

- (a) The drainage and passage of surface waters;
- (b) The grazing of cattle and other livestock by Owner but only for so long as Owner owns any property adjoining or contiguous to a boundary of the Parkway Easement; and
- (c) Walking, running, horseback riding and other similar personal, recreational purposes by Owner and by each owner of a Restricted Lot and such owner's guests and invitees; provided, however, such personal, recreational uses shall not include the use, operation or entry of any motorcycle, trail bike, recreational vehicle or any vehicle powered by an electric, gasoline, diesel or other engine, which uses are expressly prohibited.

The Parkway Easement may be cleared of brush, small trees and similar obstructions as may be necessary from time to time to facilitate the use thereof for the purposes stated above; and specifically the natural drainage area within the Parkway Easement may be cleared of trees, trash, debris and other obstructions to the passage of surface waters by any owner of a lot or by Nueces County, Texas. Further, Nueces County shall have the right to enforce the restrictions and limitations contained in this Article IX with respect to the drainage and passage of surface waters in accordance with the rights and remedies set forth in Article VII above. The Parkway Easement is appurtenant to, and for the benefit of, all of the Restricted Lots. No fence or other barrier shall be erected, constructed or maintained across or upon the Parkway Easement by any lot owner, however, the owner of each lot upon which a portion of the Parkway Easement is located may erect a fence on the lot along the common boundary line between the Parkway Easement and the remainder of the lot with one or more permanent openings each with a permanently installed gate (cattleguard only openings are prohibited).

Access Easement

In addition, Lots 2 and 3 in the Addition are encumbered by and subject to a thirty (30) foot wide access easement over and across portions of each lot as shown by the subdivision plat of

the Addition (the "Access Easement"). The Access Easement is appurtenant to and for the benefit of Lots 2, 3 and 4 of the Addition and shall be used exclusively for the purpose of ingress and egress by foot or horseback only to and from such Lots 2, 3 and 4 and the Parkway Easement. No lot owner may construct, erect or maintain any fence or other barrier across or upon the Access Easement, however, the owners of Lots 2, 3 and 4 may install and maintain a fence on their respective lots along the common boundary line between the Access Easement and the remainder of these respective lots including one permanent opening with a permanently installed gate (cattle guard only openings are prohibited). The Access Easement may be cleared of brush, small trees and similar obstructions as may be necessary from time to time to facilitate access to and from the Parkway Easement.

X. ADDITION OF LAND

It is contemplated that Owner may develop certain real property now owned or hereafter acquired by Owner and add such real property to the Addition. Accordingly, Owner may, at any time and from time to time, add additional lands to the property encumbered by this document (including, without limitation, the addition of Lot 9 of Knolle Hills Subdivision), and upon the filing of a notice of addition of land (which notice may be contained within a Supplemental Declaration), this instrument and the restrictions, conditions, use limitations and covenants contained herein shall apply to the added land and the rights, privileges, duties and liabilities of the parties subject to this instrument shall be the same with respect to the added land in the same manner as to the land originally covered by this instrument except as may be expressly provided otherwise in a Supplemental Declaration.

XI. AMENDMENT

For a period of thirty (30) years from the date of this instrument (i) these protective covenants and use limitations may be terminated only upon the written approval of all of the record owners of all lots in the Addition and their mortgagees, as evidenced by a document recorded in the records of the County Clerk of Nueces County, Texas, and (ii) this instrument may be amended (but not terminated) by consent of not less than seventy-five percent (75%) of the record owners of all lots in the Addition and their mortgagees, as such ownership is reflected by the records of the County Clerk of Nueces County, Texas. After the expiration of thirty (30) years from the date hereof, this instrument may be terminated or amended as provided in Article VI above. The addition of land by Owner as allowed by Article X above shall not require the approval of any lot owner or the Committee.

NO DATE/TIME FEB 13 2013 (WED) 14:03 P.003
DATED: February 17, 1998.

OWNER:

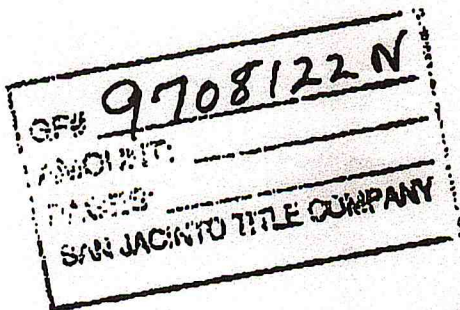
Mary E. Knolle
MARY E. KNOLLE, individually and as
Independent Executor of the Estate
of Charles E. Knolle, Jr., Deceased

ACKNOWLEDGEMENT

This instrument was acknowledged before me on February 17
1998, by Mary E. Knolle, individually and as Independent Executor
of the Estate of Charles E. Knolle, Jr., Deceased acting in the
capacity stated.



Marjorie Brooks
NOTARY PUBLIC, STATE OF TEXAS
MARJORIE BROOKS
(Print or Type Name)
6-30-2000
My Commission Expires



Doc# 1998006594
Pages: 9
Date : 02-18-1998
Time : 04:38:40 P.M.
Filed & Recorded in
Official Records
of NUECES County, TX.
ERNEST M. BRIONES
COUNTY CLERK
Rec. \$ 25.00

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



Ernest M. Briones
COUNTY CLERK
NUECES COUNTY, TEXAS

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Any provision herein which restricts the title, transfer or use
of the described REAL PROPERTY because of Race, Color,
Religion, Sex, Handicap, Familial Status or National Origin, is
void and unenforceable under FEDERAL LAW, 3/12/79.