

FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SUNSET SHORES SUBDIVISION

THE STATE OF TEXAS §
§
COUNTY OF ARANSAS §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION is made effective January 20, 2022 by S.O.T.E., L.L.C., a Texas limited liability company, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of all of the lots in SUNSET SHORES SUBDIVISION, a subdivision in Aransas County, Texas, according to the map and plat thereof duly recorded in Volume 7, Pages 156 & 157, of the Map and Plat Records, Aransas County, Texas, a copy of which is attached hereto as Exhibit A, to which map and plat reference is here made for all purposes(all the above referred to as "the Property");

WHEREAS, Declarant has previously recorded a Declaration of Covenants, Conditions, and Restrictions for Sunset Shores Subdivision dated June 4, 2021 and recorded in Instrument Number 383464 of the Official Public Records of Aransas County, Texas, but now desires to amend that Declaration, as provided in this First Amended Declaration.

WHEREAS, Declarant desires to hold, sell and convey the Property subject to the following covenants, restrictions, reservations and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale and use of the Property, and to insure the preservation of such uniform plan for the benefit of both present and future owners of the lots within the Property; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the said S.O.T.E, L.L.C., Declarant, for the purpose of impressing upon the Property the restrictive covenants and conditions hereinafter set out, do hereby make and publish the following limitations, restrictions, covenants and conditions which shall apply to and become a part of all contracts of sale, deeds and all other legal instruments whereby title and/or possession is divested out of the present owners of the Property and vested in any other person or persons, to all of which the aforesaid owners do hereby bind themselves, as the fee owners of said Property, and all of said limitations, restrictions, covenants and conditions shall extend to and include all the heirs, executors, administrators, successors, assigns, devisees, lessees and holders of every kind, who may purchase or otherwise acquire any of the Property from the owner thereof.

ARTICLE I. DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

A. "Assessment" shall mean the General or Special assessments, and/or any other amounts or sums due by any owner to the Association pursuant to the provisions of this

Declaration or the Bylaws, or any combination thereof, levied by the Association for purposes of obtaining funds to pay Association Expenses as provided herein.

B. "Association" shall mean and refer to the Sunset Shores Homeowners Association, a non-profit, non-stock, membership corporation incorporated under the laws of the State of Texas, its successors and assigns, or replacements which has jurisdiction over the Property, as same may be amended.

C. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and neighborhood purposes, including a reserve for working capital in an amount not in excess of 1/3rd of the total annual general assessments from time to time and other reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration and the Association's Bylaws and Certificate of Formation.

D. "Board of Directors" or "Board" shall mean the governing body of the Association.

E. "Bylaws" shall mean the Bylaws of the Association as they may be amended from time to time.

F. "Certificate of Formation" shall mean the Certificate of Formation of the Association as they may be amended from time to time.

G. "Declarant" shall mean and refer to S.O.T.E., L.L.C., and its successors who are designated in writing as such by Declarant. No person or entity purchasing one or more tracts from Declarant in the ordinary course of business shall be considered a Declarant

H. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, as such document may hereafter be amended.

I. "General Assessments" shall mean assessments levied for Association Expenses determined by the Board of Directors to benefit all Owners.

J. "Improvements" shall mean any sidewalk, driveway, building, pool or other structure, or any portion thereof, whether preliminary, temporary, or permanent, constructed or placed, upon any portion of any Lot, by, or on behalf of, any Owner (including the Association) and shall, when appropriate to the context, include clearing, grading, grubbing, landscaping, and removal of trees or other significant vegetation and any amendment, modification, expansion, demolition, or removal of any existing improvement or any improvement which may be hereafter placed upon any tract within the Property.

K. "Member" shall refer to every Person entitled to membership in the Association, as provided herein.

L. "Mortgage" shall mean and refer to a deed of trust, mortgage or other similar security instrument granting, creating, or conveying a lien or security interest on a lot or lots within the Property.

M. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

N. "Owner" shall mean and refer to the record owner, whether one or more persons of the fee simple title to any lot which is part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest. If a lot is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered to be the owner for the purpose of exercising all privileges of membership in the Association.

O. "Person" shall mean any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

P. "Property" shall mean, for purposes of this instrument, the area known as SUNSET SHORES SUBDIVISION, a subdivision in Aransas County, Texas, as shown on the plat of said subdivision.

Q. "Road" or "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the plat of the Property, or as dedicated to the public or County of Aransas, Texas by separate instrument.

R. "Supplemental Declaration" shall refer to (i) an amendment to this Declaration, and (ii) to an instrument which imposes additional restrictions on all or a portion of the Property which may be enforced by the Association or Declarant.

ARTICLE II. RESERVATIONS

A. Title to all streets, drives, boulevards, roadways and all easements is hereby expressly reserved and retained by Declarant, subject only to the grants and dedications hereinafter expressly made.

B. Declarant reserves the utility easements and rights of way shown on the recorded plat of the Subdivision for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by Declarant for certain public utility purposes, including systems of electric light and power supply, natural gas, and telephone service. Such systems shall also include systems for utilization of services resulting from advances in science and technology.

C. Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way with respect to such lots which have not been sold by Grantor, by instrument recorded in the office or the County Clerk of Aransas County or by express provisions in conveyances.

D. Subject to the foregoing, Declarant hereby DEDICATES TO THE USE OF THE PUBLIC all streets, roadways and all easements shown on the recorded plat of the Subdivision, provided, however, that the use thereof by any utility company is limited to companies having agreements in writing with Declarant for the proper provision of utility services.

E. Declarant reserves the right to make minor changes in and additions to all easements for the purpose of most efficiently and economically installing utility systems.

F. Neither Declarant nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements. On the recorded map and plat of the subdivision, easements are shown and designated as utility drainage and as such shall not be fenced in such a manner as to prevent such use of said easement.

G. It is expressly agreed and understood that the title conveyed Declarant to any land in the Subdivision shall not be construed to include the title to the lines, poles or conduits or any utility or appurtenances thereto constructed by Declarant or its agents or public utility companies and located upon said easements.

H. An electric distribution system will be installed in the subdivision. The owner of each lot in the Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the appropriate Electrical Code) the service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each tract. The electric company furnishing service shall make the necessary connections at said point of attachment or at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. All utility lines must be underground. Transformers and gas meters will be landscaped.

I. It is further expressly agreed and understood that Declarant, its successors and assigns may use any of the lots in the Subdivision for a sales office, a model home or model homes and parking related to such sales office and model homes. Any portion of the Subdivision, including streets, drives, boulevards and other roadways, as well as esplanades, may be used for sales offices, sales purposes, guardhouses, play ground area and for other purposes deemed proper by Declarant.

ARTICLE III. ADMINISTRATION

A. Declarant has created the organization of a Texas non-profit, non-stock, membership corporation, which is named the "Sunset Shores Homeowners Association", hereinafter called the "Association", of which all owners of lots in the Property must be a member, and an ARCHITECTURAL CONTROL COMMITTEE, hereinafter called "the Committee" or "the ACC". The Association shall be incorporated under a successor name if the above named association inadvertently loses its corporate charter and can no longer use the above name. The Association and the Committee shall have the rights, powers and duties provided for herein. The Association shall be governed by its Certificate of Formation and By-Laws. Until such time as Declarant has sold all of the lots within the Property, Declarant shall reserve, retain and exercise all rights outlined to the Association or the Committee herein.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, until such time as Declarant has sold all of the lots within the Property, Declarant shall name the Directors of the Association and the Members of the Committee. The time period during which the Declarant owns one or more lots within the Property, which give rise to the above-stated rights, shall be referred to as the "Declarant Control Period."

B. Declarant shall issue memberships in the Association to the owners of such lots as such owners are shown on its records. In all votes of the Association as outlined herein, each lot owner shall be entitled to cast one vote per lot owned. There will be no fractional votes.

C. Each residential lot in the Property (exclusive of those owned by Declarant) shall be subject to an annual maintenance charge, hereinafter called "general maintenance charge", for the benefit of the Association, not to exceed \$1000.00 per year or an amount in excess thereof agreed to by a majority of the lot owners. Lots owned by Declarant shall not be subject to any maintenance charges. The monies collected by the general maintenance charge may be used by the Association as deemed beneficial by its Board of Directors for the Property and its Owners.

(1) In addition, 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 (except lots owned by Declarant), which is in addition to the annual maintenance charge, for a specific amount and in an equal amount for each such lot, for the purpose of raising additional monies for (1) enforcing restrictions or collecting maintenance fees or assessments, (2) repairs or maintenance to any Association property or (3) purchasing equipment or defraying the cost of constructing new capital improvements for the mutual benefit of all or substantially all of the Owners of the lots in the Property; 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 Two Thirds (66.66%) 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 Two Thirds (66.66%) 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 majority of the Lots which are then subject to assessment are represented. The owner of each lot subject to such assessment shall pay his/her special assessment to the Association at such time or times and in such manner as provided for in such resolution.

(2) Additionally, a special assessment may be made in accordance with Section G of this Article, without proceeding through the above procedure.

(3) In addition, the Association may impose an Individual Assessment upon any Owner (except Declarant) for violations of the provisions of this Declaration or whose use or treatment of his/her lot is not in conformance with this Declaration.

(4) Prior to imposing this Individual Assessment, the Association shall notify the violating Owner of such lot in writing, informing the Owner of

(a) the violation(s) of this Declaration that is the basis for the Individual Assessment;

(b) a reasonable time, in the opinion of the Association, for the Owner to cure the violation(s) and avoid the Individual Assessment (unless the Owner was given notice and a reasonable opportunity to cure a similar violation(s) within the preceding six months);

(c) that attorney's fees and/or reasonable costs will be charged to the Owner, in addition to the Individual Assessment, if the violation(s) is not cured within the reasonable time stated above, and

(d) explaining to the Owner of his/her rights, as presently outlined under Section 209.006 and 209.007 of the Texas Property Code, or as it may be amended, to submit a written request for a hearing to discuss and verify the facts pertaining to the violation and attempt to resolve the violation in issue with the Association.

(5) The notice and hearing provisions of Section 209.006 and 209.007 of the Texas Property Code, or as it may be amended, with regard to the Individual Assessment do not apply if the Association files a lawsuit related to the violation seeking a temporary restraining order or temporary injunctive relief or for other reasons as presently allowed in Section 209.007(d) of the Texas Property Code, or as it may subsequently be amended.

(6) The amount of each Individual Assessment shall be set by the Association in its sole discretion but it shall be reasonable in light of the nature and frequency of the violation by the Owner involved. At the discretion of the Association, the Individual Assessment may be equal to the reasonable cost incurred by the Association in remedying the violation or non conformance with this Declaration or enforcing the provisions of this Declaration, which include reasonable attorney fees, plus ten percent (10%) of such costs for administration by the Association, and may be enforced in the manner provided for in enforcing any other type of assessment or maintenance charge, except as may be limited by law. For the purpose of remedying said violation or non conformance, the Association, through, its duly authorized agents, shall have the right to enter upon any lot or improvements.

(7) Notice of any special or individual assessment may be given, but is not required, by the recordation in the Official Records of Aransas County, Texas of an affidavit regarding such assessment and lien, duly executed by an officer, manager, or attorney of the Association, setting forth the amount owed, the name of the last known owner or owners of record of the tract or tracts involved and the legal description of such tract(s).

(8) **BY ACCEPTANCE OF A DEED TO A LOT WITHIN THE PROPERTY, EACH OWNER ACKNOWLEDGES PERSONAL LIABILITY FOR PAYMENT OF ANY GENERAL MAINTENANCE CHARGE, INDIVIDUAL ASSESSMENT OR SPECIAL ASSESSMENT ASSESSED AGAINST THE LOT THAT SAID OWNER OWNS, DURING THE OWNER'S TIME OF OWNERSHIP.**

D. The general maintenance charge, individual assessment and any special assessments (hereafter jointly referred to as "maintenance charge") shall be secured, collected, managed and expended as follows:

(1) The general maintenance charge for each lot shall be due and payable annually, in advance, on the first day of January following the sale of such lot by Declarant, and on the first day of each January thereafter. The general maintenance charge for the year of the sale of a lot from Declarant shall be pro-rated and the purchaser's pro-rata share shall be paid to the Association upon the closing of the sale. No maintenance charge shall begin to accrue on any lot until the sale thereof by Declarant.

(2) The general maintenance charge for each calendar year until changed is hereby fixed at \$500.00 per lot per year. The general maintenance charge may be adjusted by the Board of Directors of the Association from year to year, not to exceed the amount specified above in the first paragraph of Section C, unless amended by a majority of the lot owners.

(3) All maintenance charges shall, when paid, be deposited in a separate maintenance fund bank account. The maintenance fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of the subdivision and the owners of residential lots therein. The Association may, by way of illustration and not by way of limitation, expend the maintenance fund for maintaining unoccupied or vacant lots in the subdivision, maintaining signage, mailboxes and the detention pond, all benefitting the subdivisions; collection of garbage and refuse; patrol and security services, fogging and spraying for insect control; street lighting; collection of maintenance charges, enforcement of these restrictions, by action at law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees; and for all other purposes which are, in the discretion of the Association, desirable in maintaining the character and value of the Properties and the residential lots therein. However, the maintenance fund cannot be used by Declarant to clear or maintain any of their lots or any of their undeveloped parts of the Property. The Association shall not be liable to any person with respect to the maintenance fund except for its willful misdeeds. It shall not be required to expend funds at any time but shall have the right to advance money to the fund, or borrow on behalf of the fund, paying then current interest rates.

(4) To secure the payment of the maintenance charge, a vendor's lien is hereby retained on each lot in favor of the Association and it shall be the same as if a vendor's lien was retained in favor of Declarant and assigned to the Association without recourse in any manner on Declarant for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law or in equity; provided, however, that such lien shall be junior, subordinate and inferior to any first lien mortgage (and renewals and extensions thereof) granted by the owner of any lot to secure the repayment of sums advanced to cover the purchase price for the lot or any first or second lien mortgage granted by the owner of any lot to secure the repayment of sums advanced to cover the cost of any permanent improvement to be placed thereon, but such lien shall not be junior, subordinate or inferior to any liens securing home equity loans. All maintenance charge liens as provided for herein may be enforceable through any appropriate proceeding at law or in equity, whether by non-judicial or judicial foreclosure, except as limited by law; provided, however, that under no circumstances shall the Association ever be liable to any owner of any lot or any other person or entity for failure or inability to enforce or attempt to enforce any such maintenance charges or lien. Maintenance charges not paid within 30 days after being due or assessed shall bear interest at the rate of eighteen (18%) percent per annum and all Owners agree to said interest rate by the acceptance of ownership of any lot within the Properties. Also, should the Association be required to employ an attorney to collect the maintenance charges and interest, the lot owner agrees that they shall be required to

pay reasonable costs and expenses, including but not limited to, reasonable attorney's fees and court costs, incurred by the Association to collect said charges and penalties or enforce the maintenance charge lien. In the event of a non-judicial foreclosure of the lien pursuant to Section 51.002 of the Texas Property Code, unless said non-judicial foreclosure is prohibited by law, the Association shall be entitled to designate a Trustee by instrument recorded in the Office of the County Clerk of Aransas County, Texas, and upon such recording, each said Trustee shall, at the request of the Association, give notice of foreclosure sale as required by Section 51.002 of the Texas Property Code, and sell such lot to the highest bidder for cash at the designated place for non-judicial foreclosure sale in Aransas County, Texas in accordance with the procedures outlined in said statute. At any foreclosure sale, whether judicial or nonjudicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, including but not limited to, interest, attorney fees and court costs (except as said attorney fees and costs may be limited as outlined in the Texas Property Code) and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed.

(5) If a foreclosure sale is conducted in enforcing a maintenance charge lien and the foreclosed upon lot is sold to the Association or to a third party, the Association shall send the former owner of the lot foreclosed upon a written notice, as provided in the Texas Property Code, of their right to redeem their lot, as provided in the Texas Property Code, and must record an affidavit in the Official Records of Aransas County, Texas, stating the date on which said written notice was sent to the former owner and containing a legal description of the lot foreclosed upon. If the former owner does not redeem his/her lot within the time allowed by the Texas Property Code, the Association, if it purchased the lot at the foreclosure sale, shall record a second affidavit, stating that the former owner did not redeem the property within the time allowed by the Texas Property Code.

(6) The provisions of this Section C shall remain in effect so long as these Restrictions, and any extensions and/or amendments hereof, are in force.

E. The Association shall function as the representative of the owners of the lots in the Property for the purposes herein set out as well as for all other purposes consistent with the creation and the preservation of a first-class residential subdivision. The Association, acting through the Committee, shall also approve or disapprove of plans of all improvements on the Property and shall perform such functions as herein provided for the Committee. The Association and the Committee may employ a consulting architect or architects to assist in the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects out of the maintenance fund.

F. Declarant, the Association and the Committee, as well as their agents, employees and architects, shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions. No approval of plans and specifications shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential lot in the

subdivision shall be deemed a covenant and agreement on the part of the grantee, and grantee's heirs, successors and assigns, that Declarant, the Association and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

G. No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on any residential lot in the subdivision until the complete plans and specifications of the proposed improvements, plus a survey plot plan showing the location of the improvements on the lot in relation to other matters pertaining to the lot, such as the boundary lines, building lines, septic system, water wells, and driveway, have been approved by the Committee or its designated coordinating architect in accordance with the following procedure:

(1) Two (2) complete sets of plans drawn to scale and specifications along with applicable, non-refundable review fees, as set by the Committee, shall be delivered to the Committee. Such plans and specifications shall be reviewed as to quality of design, harmony of exterior design and materials with existing or approved structures, and location with respect to topography, finish grade elevations and set-back restrictions. Such approval is to be based on the applicable requirements and restrictions set out herein.

(2) If found to be in compliance with these restrictions, a letter of approval with any qualifications or modifications will be prepared for countersignature by the builder and/or owner. Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval.

(3) If found not to be in compliance with these Restrictions, one set of such plans and specifications shall be returned marked "Disapproved". Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply with these Restrictions.

(4) If no action is taken on plans and specifications within thirty (30) days after their delivery to the Committee, they shall be deemed approved on the 30th day after such delivery.

H. Additionally, from time to time, the Committee, or its representatives, may be required to proceed to a lot or retain the services of the Committee's engineer to determine whether to approve of such matters related to the improvement of a specific owner's lot, such as approvals or disapprovals regarding the location or design of driveways, culverts, water wells, septic tanks, or other improvements, or approvals or disapprovals of variances as may be allowed herein with the approval of the Committee. Each lot owner who requests such approvals and variances shall be liable to reimburse the Association for all expenses for the Committee, as they deem necessary, to consult with their engineers or consultants with regard to approving or disapproving these potential approvals and/or variances, and in addition, the Association may charge the requesting lot owner a fee per matter (not per lot) needing or requested to be approved or disapproved ("approval fee"), as the Association deems necessary, based upon the amount of time necessary for the Committee to make a decision of whether to approve or disapprove such matter and/or the amount of trips that a Committee's representative may need to make to the requesting owner's lot in order for the Committee to determine whether or not to make said

approval or not, but said approval fee shall not exceed \$200.00 per matter sought to be approved. A matter sought to be approved, for purposes of this paragraph, is a single item requested to be approved, such as approval of the water well location, approval of location of a driveway, etc. Payment of these approval fees and consultation expenses are deemed to be a special assessment against the lot owner and his/her lot for the year in which these fees and expenses are incurred and are due and payable to the Association within 30 days after said lot owner is billed with said fees and expenses. Additionally, payment of said special assessment is deemed part of the maintenance charge and secured by the maintenance charge lien outlined in Article III herein.

ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE

A. Establishment of Architectural Control Committee. The Association shall establish and maintain an Architectural Control Committee (herein "the ACC") in accordance with the Association's Certificate of Formation, By-Laws and this Declaration.

B. Composition and Designation of Committee. After being created by Declarant, the ACC shall consist of (3) members: the chairman of the ACC ("Chairman") and two (2) regular members, except for as long as Declarant owns lots within the Property, said committee may be composed of only one member, Brad Blanton. Each member shall be appointed by the Declarant or the Association, as the case may be, as outlined in Article III above (being hereinafter referred to as "the Appointing Authority"). Except when Declarant is appointing said committee members, no more than one member of any family can serve on the ACC. The Appointing Authority shall have the right to remove and any and all members of the ACC at any time for any reason, with or without cause. In the event one (1) of the members of the ACC resigns or is no longer able to serve as a member, the Appointing Authority shall appoint a new member of the ACC so that there will continue to be three members of the ACC, except as provided above as to Declarant. The Appointing Authority may also appoint staff and consultants for the ACC, including, but not limited to architects, planners, engineers, attorneys and other individuals whose knowledge or skills will assist the ACC in carrying out its functions. Each member of the ACC shall hold office from the date of his appointment until January 31 of the succeeding calendar year and thereafter until such time as a successor has been appointed, unless, such member sooner resigns or is removed. As of January 31 of each year, the Appointing Authority shall review the composition of the members of the ACC and shall either re-appoint such members or shall remove one or more members and appoint new members. A record of the members of the ACC shall at all times be kept at the offices of the Appointing Authority and such information shall be provided to any Owner or prospective purchaser of any lot upon request. Members of the ACC need not be officers, directors or members of the Association. Members of the ACC shall not receive compensation for acting as such, but shall be reimbursed for reasonable out-of-pocket expenses incurred in their capacity as members of the ACC.

C. Duties and Functions of ACC. The duties, powers and responsibilities of the ACC shall be as follows:

(1) Plan Approval. The ACC shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscaping of any Improvement, as well as the general plan for development of any individual lot, within the Property. All construction and development within the Property is subject to its sole discretion and it may impose

standards of architectural and landscaping design, which standards are greater or more stringent than standards prescribed in applicable building, planning or other governmental codes. Such approval may be subject to special conditions or requirements, including, without limitation, the date upon which all improvements are to be completed. In the event of any conflict between the standards imposed by local governmental and other controls and the standards imposed by the ACC, the more restrictive standards shall control; provided, however, that, if any standards imposed by the ACC are violative of any local governmental ordinances, then the standards imposed by the ACC shall control only to the extent that they are not violative of the local governmental ordinances.

(2) No Waiver of Future Approvals. The approval by the Architectural Control Committee of any plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(3) Construction. Except as hereinafter expressly provided, no Improvements shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ACC in accordance with Section F of Article III hereof. Any change in the outward appearance of any Improvement, including, but not limited to, repainting the same in a different color, adding decorative sculptures or art work, wrought iron grills, changing in any manner the exterior appearance or the like, shall also require approval in writing by the ACC before any work is commenced. Any Improvement constructed or made without the required ACC approval or constructed or made in a manner which is not consistent with the approval granted by the ACC shall be subject to removal by the Association or Declarant.

(4) Period for Construction. Unless specifically excepted in writing by the ACC, all Improvements shall be completed within a reasonable time from the date of commencement of such Improvements or within the time established by the ACC in the event that the approval is so conditioned. Notwithstanding the above, the ACC shall allow any owner no more than one year from the date of commencement in order to fully complete the full construction of a new residence; the date of commencement for purposes of this sentence shall begin on the date the excavation for the slab of the new residence begins or on the date any other activity on the subject lot, such as the bringing of substantial building materials to the subject lot, which, in the opinion of the ACC, indicates that construction of a new residence has begun, whichever is earlier. In the event that any Improvements are not so completed, the approval thereof by the ACC shall lapse and such Improvements shall thereafter be deemed to be unapproved Improvements and the ACC may exercise its authority with respect thereto as hereinafter provided; provided, however, prior to exercising its rights with respect to any Improvement for which construction has not been completed within a reasonable time (or the time established by the ACC in the event that the approval is so conditioned), the ACC shall give Notice of such failure to any interim construction lender providing financing for such construction who has given written notice to the Association of its desire to receive such Notice together with the address to which such requested Notice is to be sent. Thereafter the ACC shall

give such interim construction lender an additional reasonable period of time to complete such construction prior to exercising its rights hereunder. If such interim construction lender completes such Improvement within such additional reasonable period of time such completion shall be as effective as if the Owner had completed such Improvement within the original period of time granted by the ACC.

(5) Inspection. There is specifically reserved unto the ACC the right of entry and inspection upon any tract, lot or parcel for the purpose of determination by the ACC whether there exists any construction of any Improvement which violates the terms of any approval by the ACC or the terms of this Declaration. The ACC, on behalf of the Association, is specifically empowered to enforce the provisions of this Declaration, the conditions of all ACC approvals and all Supplemental Declarations by any legal or equitable remedy (including, but not limited to, the right to remove any unapproved Improvement which has not been completed within the time period provided in Subsection c above, and charge the offending Owner for the cost therefor), and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. All reasonable charges, court costs, expenses and attorney fees incurred by the Association in enforcement hereunder shall be assessed as an Individual Assessment against the offending Lot Owner and lot and said assessment is secured by the lien above described in Article III, Section C and able to be enforced as outlined above.

(6) Authority. A majority of the ACC may take any action of the ACC and may designate a representative to act for it. In the event of death, disability, removal or resignation of the Chairman of the ACC, the Appointing Authority shall designate a successor.

(7) Release. In each instance where Improvements have been erected, or the construction thereof is substantially advanced, in such manner that the same violates the restrictions contained in this Declaration, ACC approvals or any other covenants which the ACC has the power to enforce, or in such manner that the same encroaches on any easement or building setback line, or upon request by an Owner in advance of construction, the ACC reserves the right (but shall not be obligated in any manner) to release said lot and owner from the restriction which he, she, or it violated and to grant an exception to permit the encroachment or violation so long as the ACC, in the exercise of its good faith discretion, determines that the release or exception will not materially and adversely affect the health, safety and appearance of the Property. All such modifications, releases or exceptions shall be within the sole opinion and absolute discretion of the ACC. The ACC has the right but not the obligation, to grant waivers for minor deviations and infractions of this Declaration, and any Supplementary Declaration. In making any of the foregoing determinations, the ACC shall adhere to the standards imposed upon Boards of Adjustment in granting variances under the statutes of Texas.

(8) Variances. Unless otherwise provided for herein elsewhere within this Declaration, the Architectural Control Committee may authorize variances from compliance with these restrictions only when circumstances such as topography, natural obstructions, or environmental conditions require; however, such variances may only be granted, when unique circumstances dictate and no variance shall (1) be effective unless in writing, or (2) estop the ACC from denying a variance in other circumstances.

D. Appeal to the Board of Directors. In the event that plans and specifications submitted for approval in accordance with the provisions hereof are disapproved by the ACC, the owner of a lot shall have the right to appeal the decision to the Board of Directors by written notice of appeal received by the President or Secretary of the Board within thirty (30) days after the date of disapproval. Procedures for such an appeal shall be determined by the Board of Directors. No action may be brought against the Association, its officers or directors, or the ACC or their members unless and until an appeal is made by a complaining owner and a decision on such an appeal is made by the Board of Directors.

ARTICLE V. GENERAL RESTRICTIONS

A. Residential Purpose.

(1) The Property shall be used only for private single family residential purposes, as shall more particularly be set forth in this Declaration. The term "family" as used herein shall mean one or more persons related by blood, adoption or marriage, living and cooking together as a single housekeeping unit, exclusive of household servants or a number of persons, but not exceeding three adults living and cooking together as a single housekeeping unit, though not related by blood, adoption, or marriage. The Association, acting through its Board of Directors, shall have the power to enforce such standards.

(2) Only one residence shall be constructed on each lot. This provision shall not, however, prohibit the construction of a residence on two or more lots as shown by the plat of the subdivision, by combining the lots into one building site. In the event two or more lots are combined, the property lines and building lines between the adjoining combined lots may be ignored.

(3) The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses and apartment houses and to exclude commercial and professional uses; and to exclude any development operations or drilling for oil, gas or other minerals or any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operation.

(4) No garage or outbuilding on this property shall be used as a residence or living quarters. A garage shall be used solely by the owner or occupant of the lot upon which the garage is located. Servant's or guest's quarters are permitted.

(5) Except during actual construction of a residence, no building materials, temporary or portable storage building of any kind or character, including, but not limited to, tents, shacks, garage or barns, shall be placed or stored upon the property. Any such buildings shall be maintained in a neat, attractive and clean condition, and then removed upon completion of the residence.

(6) The walls and the roof of all storage buildings, detached garages, out buildings, or other structures built on any lot must be of similar material and matching colors as the walls and roof of the home. Notwithstanding the foregoing, metal buildings will be allowed if in color harmony with the house. No galvanized siding on metal buildings will be allowed.

The entire front face of any such buildings will be stucco, hardi, rock or stone that match the house. Also the sides of such buildings will have at least a 3 feet wainscot and columns made of stucco, rock or stone, that match the house. Roofs shall be standing seam or tile roof; NO SHINGLES.

(7) No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished.

B. Building Sizes and Construction

(1) The living area of the main house or residential structure constructed on any lots which boundaries border Salt Lake, exclusive of porches and garages, shall not be less than 1800 square feet but 35' maximum height. Any lots which boundaries do not border Salt Lake, exclusive of porches and garages, shall not be less than 1,400 square feet, but 35' maximum height.

(2) All residences shall be required to have a minimum of a single car, enclosed garage. No car ports are allowed. No garage may be converted to living space.

(3) Under no circumstances shall concrete or hollow tile blocks be utilized for the outer portion of the walls of the residence or any other building. ICF, stucco, rock, and Hardi are permitted. No metal siding may be used on the main residence or attached garage.

(4) No secondhand house or barracks of any form may be moved onto the property, the intention being that all structures shall be new construction.

(5) No flat or built-up roofs are allowed on any building. Parapet walls with T.P.O. is acceptable.

(6) Every residential building must be connected to city sewer. Restricted covenant must use municipal water. No wells allowed.

(7) Driveways shall be constructed of concrete all the way from the edge of the street pavement to the garage.

(8) Mailboxes will be encased in stone, stucco, or similar house product. Address numbers will be affixed to the structure.

(9) All lots will construct 4' wide sidewalks, 5' from curb, full length of lot.

(10) It is the intention that all homes should be constructed in a timely manner; therefore, all construction must be completed and the owner must occupy the residence within one year of commencement of construction.

C. Building locations

No building shall be erected on any lot nearer to any property line than the building lines shown on the recorded plat.

D. Fences, Walls and Hedges

(1) No fence or wall shall be placed on any lot in the Subdivision nearer to the front of said lot than the front building line. No fences shall be constructed of barbed wire. No fence shall be taller than 6 feet in height. Fence material shall be approved by Architectural Control Committee before purchase.

(2) All fences must be maintained and repaired by the Owner of the lot. Any fence damage, falling parts or pieces must be replaced or repaired in a reasonable period of time and the fence restored to an attractive condition.

F. Miscellaneous

(1) Garbage and Refuse. No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant lot in the subdivision and no trash racks may be permanently built or left at the front of a lot. All waste containers must be screened from view of the street.

(2) Lot Maintenance. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals. Drainage areas over and across any part of a lot shall be kept clean and open so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, and plants which die shall be promptly removed from the property. Until a residence is built on a lot, Grantor or the Association, may at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment and have dead trees, shrubs, and plants removed from the property, and the owner or buyer under Contract of such lot shall be obligated to reimburse for the cost of such work. Each house must have one (1) palm tree in center front of lot 23' set back. Each house must have front flower beds.

(3) Nuisance. No activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot or to the occupants of any lot.

(4) Animals.

(a) No more than three dogs, and three cats or other household pets may be kept by a homeowner. No animals may be kept, bred or maintained for commercial purposes. All dogs, cats or other household pets must be kept within the house or within the confines of a fence. House pets on leash may be walked on the streets of the subdivision by a resident or residents of the subdivision. No household pets shall be allowed to roam at large. Six laying hen chickens with clipped wing are allowed. No roosters. Said hen chickens must be kept in pens that match house products, said pens being 50 square feet maximum and 5' tall maximum.

(b) No hogs, swine, sheep, goats, cattle, ostrich, emu or other similar livestock or animals may be kept on any lot in the Subdivision.

(5) Drainage. Each owner of a lot agrees for himself, his heirs, or successors in interest, that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in the Subdivision; and he will make adequate provisions for property drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of the Subdivision, including landscaping of any lots in the Subdivision, was completed by Grantor.

(6) Access for Drainage. Each Owner of a lot in the Subdivision agrees for himself, his heirs, assigns, or successors in interest, that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of drainage facilities.

(7) Junk. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any lot other than in the garage, or other approved structures.

(8) Reconstruction. Any building or other improvement on the land that is destroyed partially or totally by fire, storm, or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition.

(9) Mobile Homes, Trailers, and other Recreational Vehicles. No house trailers or mobile homes shall be placed upon any lot at any time. RV's, boats, trailers or any other recreation or work equipment shall be kept in a closed structure. RV's, boats, trailers or any other recreational or work equipment shall not be parked in driveways or be visible from any street for longer than a period of three (3) days. No vehicle may be permanently parked or kept on the street.

(10) Hunting and Firearms. No hunting or discharging of firearms shall be allowed on any lot in this subdivision.

(11) No Waiver. The invalidity, violation, abandonment, variance approval, or waiver of any part of the reservations, restrictions, or other provisions hereof, either as to all or any part of the Subdivision, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the Subdivision and shall not affect or impair the remaining reservations, restrictions or other provisions hereof as to all the lands within the Subdivision.

(12) ACC Approval. No dock, building, structure or improvements may be made without approval of the Architectural Control Committee. Owner, not contractor, is responsible for obtaining ACC written approval. Construction must begin within three months after approval.

(13) Duty to Maintain Shoreline. Lot owners must maintain their bulkheads or shoreline. If not, the Sunset Shores Homeowners Association may perform the maintenance and lien the property for the charges.

(14) Mooring Distance. 6' maximum mooring distance from bulkhead or shoreline unless otherwise shown on the original plat.

(15) Slip/Lift/Dock Distance. 13' maximum distance from property water edge for boat slip/lift/dock.

(16) Light Nuisance. There shall be maintained no nuisance lights due to brightness or direction.

(17) Maintenance of Water Navigability. Waterways free of debris, trash, garbage, and hazards to navigation.

(18) ACC Approval of Waterway Structures. No structure on, in, or under waterways, except docks, piers, or mooring posts that have been approved by ACC; said approved structures must not exceed 15' height. Roof will be gable or hip.

(19) Floating Objects. No floating objects are allowed in any waterway except properly moored boats.

(20) Rentals of Houses. All rental agreements and related arrangements shall be handled by a rental agency that is approved by the Declarant during the Declarant Control Period or the Association after the Declarant Control Period. Each Owner shall be legally liable for any and all actions or liabilities accrued on behalf of any renters of their lot. Each Owner must enforce the covenants of these Declarations against their renters. ***Each Owner hereby agrees to indemnify and hold harmless the Declarant or the Association or both, as the matter may entail, for any liabilities or action of the Owner's renters.***

(21) Load Bearing Walls. No load bearing walls will be constructed nearer than (84') eighty-four feet to the water front property line.

(22) Authorization of Boat Ramp Access. Only the lot owners and Bradley and Becky Blanton and their descendants may use the boat ramp (no guests). **Renters are also hereby prohibited from using boat ramps. Renters are hereby prohibited from launching watercraft.**

ARTICLE VI. GENERAL PROVISIONS

A. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, Declarant and any Owner, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of such thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of

the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, a majority of the total eligible votes of the membership of the Association cast at a duly held meeting of Members of the Association vote in favor of terminating or amending this Declaration, in part, at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate or amend this Declaration is to be considered, setting forth the proposed termination or amendment, shall be given at least thirty (30) days and no more than sixty (60) days in advance of such meeting. In the event that the Association votes to terminate or amend this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum to adopt a resolution amending or terminating this Declaration, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. The certificate shall be recorded in the Official Records of Aransas County, Texas, and may be prima facie evidence of the correctness of the facts contained therein as they relate to the termination or amendment of this Declaration. This Declaration may also be amended at times and with procedures, as allowed by state law, to mandatory membership homeowners associations.

B. Amendments by Declarant. Notwithstanding the above paragraph, until such time as Declarant does not own any interest in the Property, the Declarant specifically reserves for themselves, their heirs and assigns, the absolute and unconditional right to unilaterally alter, modify, change, revoke, rescind or cancel, from time to time, any or all of the restrictive covenants contained in this Declaration or hereinafter included in any Supplemental Declarations or Additional Declarations, provided that the alteration, amendment, change, or revocation has no material adverse effect upon any right of any Owner, or the Owner or Owners so affected have consented thereto. Such right of modification expressly includes the right to release any portion of the Property owned by Declarant from this Declaration.

C. Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Association or Declarant may be assigned to any person, corporation or association which will assume the duties of the Association or Declarant, as applicable, pertaining to the particular rights, powers and reservations assigned. Upon such assignee's evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association or Declarant, as is applicable. Further, the Association or Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may designate.

D. Enforcement. Enforcement of the covenants, conditions and restrictions contained in this Declaration shall be accomplished by any proceeding at law or in equity and may be instituted by the Declarant, their heirs or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or circumventing or attempting to violate or circumvent any such covenant, condition or restriction, either to restrain violation or to recover damages, and to enforce any lien created by this Declaration. Failure by the Declarant, Association or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. Until Declarant no longer owns at least three lots within the Property, if anyone other than Declarant intends to enforce such covenant, condition, or restriction, notice of intent to

enforce a covenant, condition or restriction must first be given to Declarant at least ten (10) days prior to commencing such proceeding at law or in equity.

E. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, subsection, paragraph, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court of other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Declaration a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

F. Interpretation. The Declarant (and after Declarant no longer has any interest in the Property, the Board of Directors of the Association) shall have the right, except as limited by any other provisions of this Declaration or Certificate of Formation or By-Laws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding.

G. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will cause it to lose its non-profit status under applicable state or federal law.

H. Number and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

I. Construction. The provision of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and development of the Property.

J. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of any Supplemental Declarations; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Supplemental Declaration shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association.

ARTICLE VII. DECLARANT'S OPTION TO PURCHASE LOTS

In the event the Owner of a lot within the Property does not commence construction of a home within 3 years of the original sale of the lot by Declarant, Declarant shall have the option to repurchase that lot. This option may be exercised by Declarant at any time during the six month period following expiration of the 3 year period described above, by depositing written notice to such effect in the United States Mail, or delivering a written notice of the exercise of this option as set forth below during the six month period. The giving of such notice shall create a binding contract of purchase and sale. The price for the lot will be same amount for which Declarant originally sold the lot. Unless otherwise provided herein, any notice, tender or delivery to be given hereunder may be effected by personal delivery in writing or by registered or

certified mail, postage prepaid, return receipt requested, and shall be deemed received as of the date of mailing. Notices shall be sent to the address stated in the County Tax Collector's office for the Owner of such lot. If Declarant exercises this option, it must pay the purchase price within 30 days after exercise of the option. Title will be conveyed by General Warranty Deed, free of all liens and encumbrances. If Declarant does not exercise the option during the option period, the option will terminate.

S.O.T.E., L.L.C.

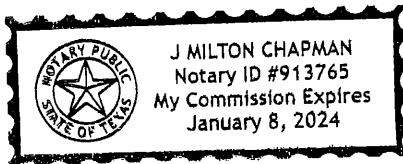
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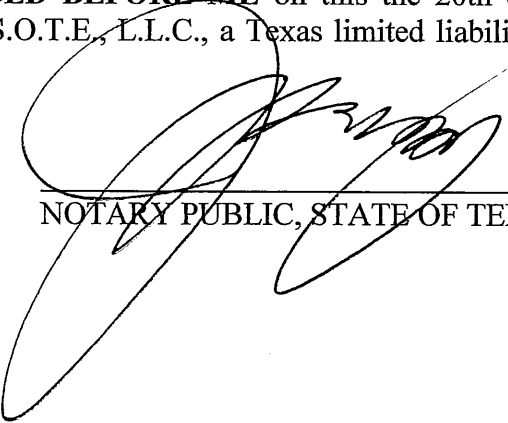
BRADLEY BLANTON, Manager

STATE OF TEXAS §

COUNTY OF VICTORIA §

SWORN TO AND SUBSCRIBED BEFORE ME on this the 20th day of January, 2022, by Bradley Blanton, Manager of S.O.T.E., L.L.C., a Texas limited liability company, on behalf of said company.




NOTARY PUBLIC, STATE OF TEXAS

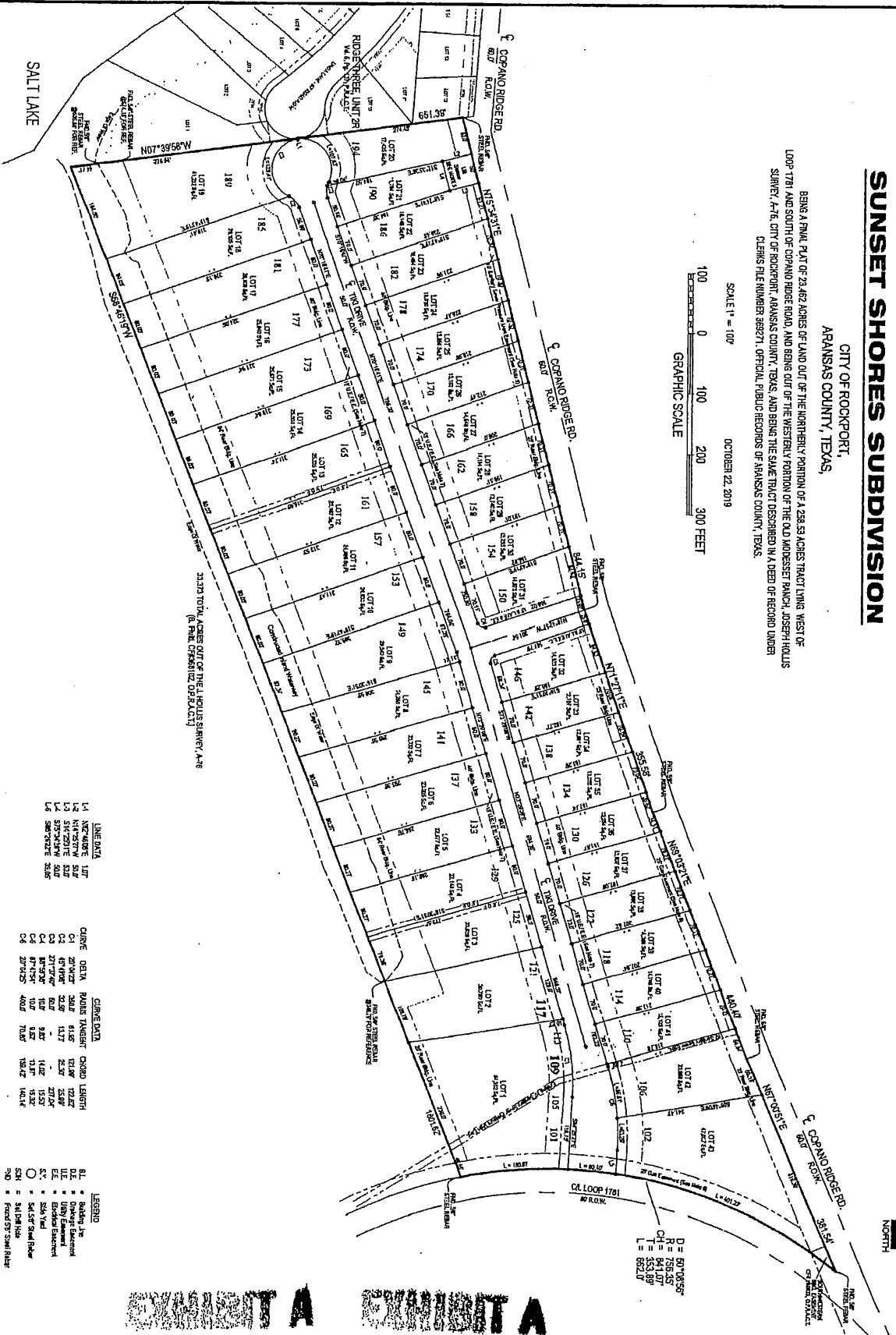
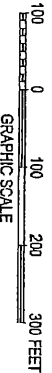
FINAL PLAT: SUNSET SHORES SUBDIVISION

CITY OF ROCKPORT,
ARANSAS COUNTY, TEXAS,

BEING A FINAL PLAT OF 28.462 ACRES OF LAND OUT OF THE NORTHERLY PORTION OF A 288.59 ACRES TRACT LYING WEST OF
LOOP 1781 AND SOUTH OF COPANO RIDGE ROAD, AND BEING OUT OF THE WESTERLY PORTION OF THE OLD WOODSETT RANCH, JOSEPH HOLDS
SURVEY, A-76, CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS, AND BEING THE SAME TRACT DESCRIBED IN A DEED OF RECORD UNDER
CLERKS FILE NUMBER 88271, OFFICIAL PUBLIC RECORDS OF ARANSAS COUNTY, TEXAS.

SCALE 1" = 100'

OCTOBER 22, 2019



LINE DATA

LINE	BEARING	LENGTH
L1	N 17° 00' 00" E	1.00
L2	N 17° 00' 00" E	1.00
L3	S 17° 00' 00" E	1.00
L4	S 17° 00' 00" E	1.00
L5	S 17° 00' 00" E	1.00

CURVE DATA

CURVE	DATA	BEARING	INCHES	LENGTH
C1	67° 00' 00"	N 17° 00' 00" E	1.00	1.00
C2	67° 00' 00"	N 17° 00' 00" E	1.00	1.00
C3	67° 00' 00"	N 17° 00' 00" E	1.00	1.00
C4	67° 00' 00"	N 17° 00' 00" E	1.00	1.00
C5	67° 00' 00"	N 17° 00' 00" E	1.00	1.00

LEGEND

SYMBOL	DESCRIPTION
BL	Building Line
DL	Ditch Line
UL	Utility Line
EL	Easement
EV	Enclosed Easement
SV	Setback
SH	Setback Line
SO	Setback Line

21/106 21 pd ^(E) 22 total pgs

Milton Chapman
Anderson, Smith, Null & Stofor, LLP
PO Box 1969
Victoria Tx 77902

FILED FOR RECORD IN
OFFICIAL PUBLIC RECORDS
AT 4:00 P.M.

SCANNED

JAN 21 2022

INDEXED

STATE OF TEXAS-COUNTY OF ARANSAS I hereby certify that this instrument was
FILED on the date and at the time affixed hereon by me and was duly RECORDED in
the OFFICIAL PUBLIC RECORDS of ARANSAS COUNTY, TEXAS
as stamped hereon by me.



Carrie Arrington
CARRIE ARRINGTON, COUNTY CLERK
ARANSAS COUNTY, TEXAS