

**ARCHITECTURAL CONTROL COMMITTEE  
OF BRIGHTON VILLAGE**

**GUIDELINES FOR RESTRICTIVE COVENANT ENFORCEMENT**  
(Adopted 11/16/95)

1. Parking boats or boat trailers in driveways or in sight from the street is allowed for no more than 48 hours. Parking on the street is allowed but not to exceed 48 hours.
2. Parking of house trailers, recreational vehicle, campers or buses in driveways or in sight from the street is allowed for no more than 48 hours. Parking on the street is allowed but not to exceed 48 hours. Visiting relatives will be allowed a five day extension.
3. Using the front yard as outside storage for indoor furniture, construction materials or trash will be allowed for no more than 48 hours.
4. Temporary waivers may be granted to Brighton Village 1 residents on vacation or out of town for other reasons by contacting an ACC member prior to leaving.
5. If any clause or provision of these rules, regulations, and definitions generated by the ACC are is invalid, illegal, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the Committee that the remainder of these rules, regulations, and definitions shall not be effected thereby, and it is also intended by the Committee that in lieu of each such clause or provision that is invalid, illegal or unenforceable that there shall be added as part of these rules, regulations, and definitions, a clause or provision as similar as possible in term to such invalid, illegal or unenforceable clause but which substitute clause is valid, legal and enforceable.

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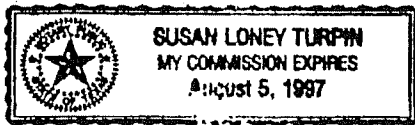
**ARTICLE IV, SECTION 10  
OF RESTRICTIVE COVENANTS OF  
BRIGHTON VILLAGE**

Houses trailers, boats, buses, trucks or similar vehicles, shall be parked only as and where approved by the Committee. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way or on driveways or parking areas, except as and where approved by the Committee .

STATE OF TEXAS                    ]]

COUNTY OF NUECES                ]]

On this 8th day of MAY, 1996, I certify that the preceding or attached document, and the duplicate retained by me as a notarial record, are true, exact, complete, and unaltered photocopies made by me of the Guidelines for Restrictive Covenant Enforcement of the Architectural Control Committee of Brighton Village as adopted on November 16, 1995, presented to me by the document's custodian, Chris Semtner, Architectural Control Committee member, and that, to the best of my knowledge, the photocopied document is neither a public record nor a publicly recordable document, certified copies of which are available from an official source other than a notary.



*Susan Loney Turpin*  
NOTARY PUBLIC, STATE OF TEXAS

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW 3/12/68.

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 on

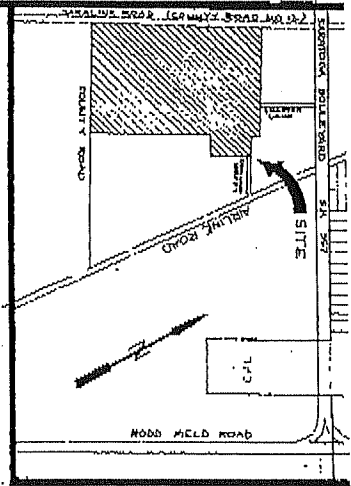
MAY 17 1996



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

Please Return to 516  
John R Turpin C  
P O Box 81401  
Corpus CHRISTI  
78468

Doc# 1996019097  
# Pages: 2  
Date : 05-17-1996  
Time : 01:21:51 P.M.  
Filed & Recorded in  
Official Records  
of NUECES County, TX.  
ERNEST M. BRIONES  
COUNTY CLERK  
Rec. \$ 11.00



# BRIGHTON VILLAGE

BEING ACRES OF LAND PART OF A PORTION OF LOTS 1, 2 AND 4 AND ALL OF LOTS 13 AND 14, SECTION 20, TOWNSHIP 10N, RANGE 10E, COUNTY OF CORPUS CHRISTI, TEXAS, A MAP OF WHICH IS RECORDED IN VOLUME 4, PAGES 4, 41 AND 43, MAP RECORDS OF WISCONSIN COUNTY, TEXAS.

- NOTES:
1. 5/8" IRON RODS AT ALL LOT CORNERS.
  2. 1- REFERENCE POINTS WHICH ARE 8/8" IRON RODS, 24" LONG, 10' BELOW EXISTING GROUND AND ARE 200' FROM LOT CORNER ON POINT OF CURVATURE.
  3. NO DRIVEWAY ACCESS PERMITTED UNTO CAMARROW ROAD (COUNTY ROAD NO. 13) FROM LOTS 14 THROUGH 21, BLOCK 2, LOTS 1 AND 15 THRU 18, BLOCK 3, AND LOTS 1 AND 2, BLOCK 7.
  4. NO DRIVEWAY ACCESS PERMITTED UNTO COUNTY ROAD FROM LOTS 3, 4, 10, AND 15, BLOCK 7.
  5. TOTAL ACRES DOES NOT INCLUDE STREET DEDICATION.
  6. TOTAL PLATTED AREA EQUALS 80.92 ACRES OF LAND.

COUNTY OF WISCONSIN

I, Raymond C. Urban, Registered Public Surveyor for WISCONSIN, do hereby certify that this plat was prepared from records made on the ground and that the same are correct and that I have taken such steps as are required by law to insure the accuracy of the same and that the same are true and correct and that I have taken such steps as are required by law to insure the accuracy of the same and that the same are true and correct.

This the 5 day of JAN, 1982



Raymond C. Urban  
 Registered Public Surveyor  
 No. 1230  
 State of Wisconsin

STATE OF TEXAS  
 COUNTY OF WISCONSIN

This final plat of the herein described property was approved by the Director of the Department of Engineering and Surveying and development of the City of Corpus Christi, Texas.

WITNESSED this 13 day of January, 1982

Paul M. Smith  
 City Engineer

STATE OF TEXAS  
 COUNTY OF WISCONSIN

This final plat of the herein described property was approved by the Planning Commission of the City of Corpus Christi, Texas.

This the 17 day of March, 1982

John P. Clark  
 Chairman

STATE OF TEXAS  
 COUNTY OF WISCONSIN

I, Walter H. Hinkle, Clerk of the County Court in and for said County, do hereby certify that this plat was prepared from records made on the ground and that the same are correct and that I have taken such steps as are required by law to insure the accuracy of the same and that the same are true and correct.

Witness my hand and seal of the County Court, in and for said County, at office in Corpus Christi, Texas, this day and hour last written.

Walter H. Hinkle  
 Clerk of the County Court  
 Corpus Christi, Texas

By Raymond C. Urban  
 Registered Public Surveyor  
 No. 1230  
 State of Wisconsin



# BRIGHTON VILLAGE



DATE: 3-1-82  
 SHEET 1 OF 3  
 SCALE AS SHOWN  
 JOB NO. 15811.0

STATE OF TEXAS  
 COUNTY OF WISCONSIN

No. 100 HMC HOLDINGS, INC.  
 Whereas certain parcels of land in and for said County, do hereby certify that the herein described property was approved by the Planning Commission of the City of Corpus Christi, Texas.

This the 17 day of March, 1982

STATE OF TEXAS  
 COUNTY OF WISCONSIN

BEFORE ME, the undersigned authority, on this day personally appeared Raymond C. Urban, President of HMC HOLDINGS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed and in the capacity stated.

GIVEN under my hand and seal of office, this the 17 day of March, 1982

Raymond C. Urban  
 Notary Public in and for  
 Wisconsin County, Texas

STATE OF TEXAS  
 COUNTY OF WISCONSIN

No. 100 CORPUS CHRISTI NATIONAL BANK  
 Whereas certain parcels of land in and for said County, do hereby certify that the herein described property was approved by the Planning Commission of the City of Corpus Christi, Texas.

This the 17 day of March, 1982

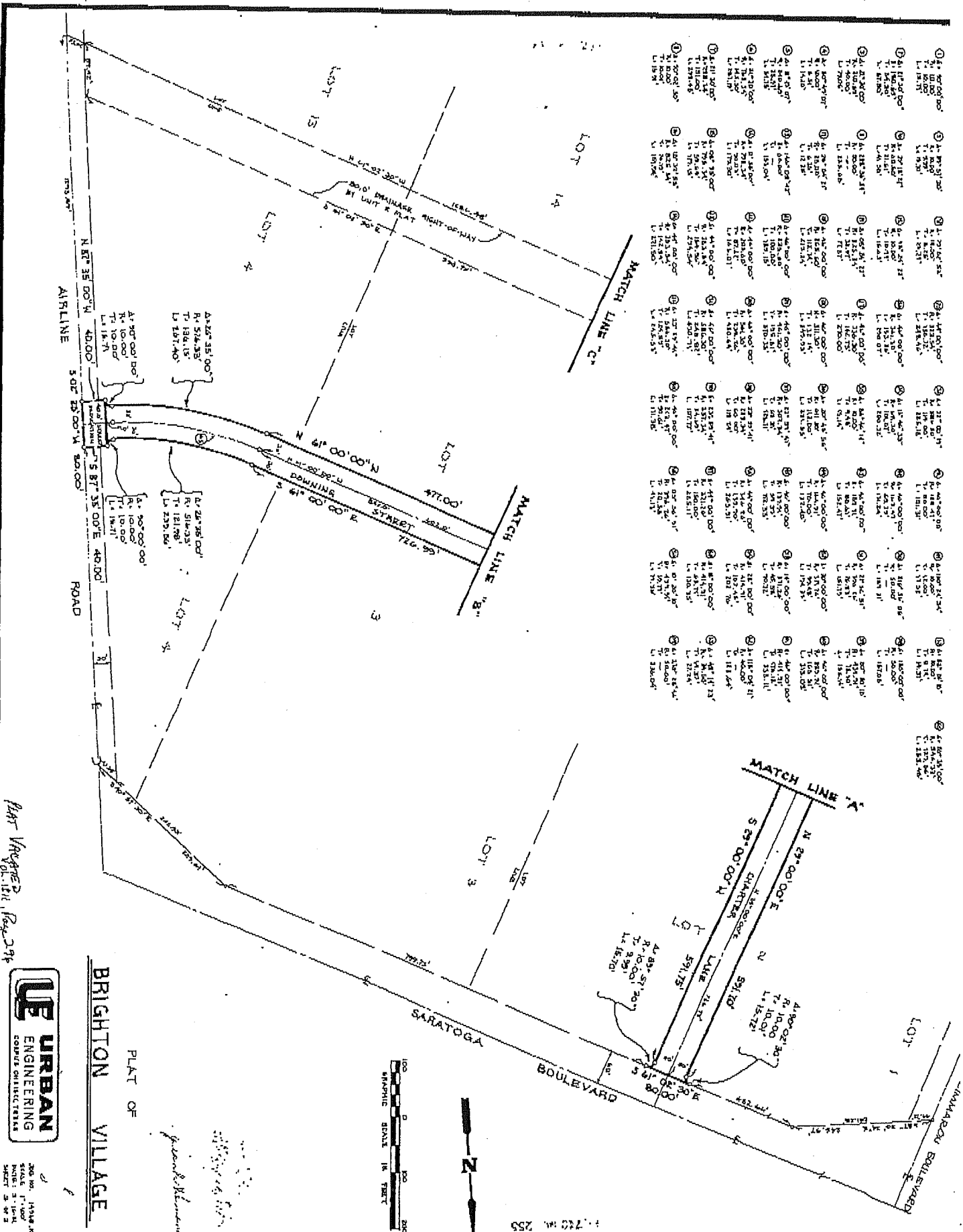
STATE OF TEXAS  
 COUNTY OF WISCONSIN

BEFORE ME, the undersigned authority, on this day personally appeared Raymond C. Urban, President of CORPUS CHRISTI NATIONAL BANK, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed and in the capacity stated.

GIVEN under my hand and seal of office, this the 17 day of March, 1982

Raymond C. Urban  
 Notary Public in and for  
 Wisconsin County, Texas



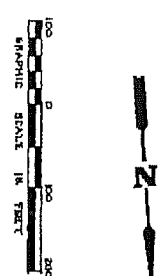


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URBAN  
ENGINEERING  
CORPORATION

BRIGHTON VILLAGE  
PLAT OF



Part of Brighton Village, Plat No. 294

741 MAR 13 1900

256158

*Return to Royal*

DEED RECORDS  
VOL 1800 PAGE 780

RESTRICTIVE COVENANTS

BRIGHTON VILLAGE

*Wallock  
853-8126*

THE STATE OF TEXAS     X  
COUNTY OF NUECES       X

This Declaration, made on the date hereinafter set forth by WBC Holdings, Inc., hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the following described property situated in Nueces County, Texas, to-wit:

Brighton Village, a subdivision of Corpus Christi, Nueces County, Texas, containing 60.92 acres of land, more or less, as shown by map or plat thereof, recorded in Volume 47, Pages 8, 9 & 10 of the Map Records of Nueces County, Texas, reference to which is here made; which property is hereinafter referred to as the "addition" or "subdivision";

and has subdivided such property into lots and blocks with intervening streets, avenues, drives, parks, parkways and easements for drainage and utility facilities, and has dedicated such streets, avenues, drives, parks, parkways and easements as set forth on the above mentioned map or plat of such; and,

WHEREAS, it is the desire of the Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the benefit of both the present and future owners of lots within such parcel of land;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the tract and parcel of land known as Brighton Village and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Scope of Restrictions

For the purposes of creating and carrying out the uniform plan for the improvement and sale of said addition and the lots and blocks therein contained, as a high quality, restricted residential subdivision, the following restrictions, conditions and use limitations are hereby established, adopted and im-

posed upon each lot or parcel of land in said addition as shown by said map. Such restrictions, conditions and use limitations shall constitute covenants running with the land, shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and upon all persons acquiring property in said addition whether by purchase, descent, devise, gift or otherwise, and each person, by the acceptance of title to any lot of said subdivision, shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants as set forth herein. Such restrictions, conditions and use limitations shall be made a part of each contract and/or deed executed by or on behalf of Declarant, conveying a lot or lots within said addition by reference to the place of record of this instrument. By acceptance thereof, the grantee and all persons claiming under him 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 instrument. In the event, however, of the failure of any contract and/or deed to any lot or lots in said addition to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such lot or lots shall be construed to be subject to the terms of this instrument.

## ARTICLE II

### Definitions

Section 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 map of such addition.

Section 2: A "lot" is a single family residential building site in such addition.

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

Section 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 a street abutting its smallest dimension.

## ARTICLE III

### Architectural Control

Section 1: There is hereby created an Architectural Control Committee, hereinafter sometimes referred to as the "Committee", which shall be composed of three (3) members. Each member shall serve until his successor is named, as provided herein, and shall be:

Robert Cruz

5042 Kasper  
Corpus Christi, Texas 78415

Eugene C. Urban

Urban Engineering  
 2725 Swantner  
 P. O. Box 6355  
 Corpus Christi, Texas 78411

William Wallock

4925 Everhart, Suite 114  
 Corpus Christi, Texas 78411

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 his designated representative, shall be entitled to any compensation for services performed hereunder. The record owners of a majority of the lots in such addition shall have the power, at any time, to file 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. Such action shall be effective upon recordation of a written document properly reflecting the same.

Section 2: No building or any other structure or improvement shall be erected, placed or altered on any lot until the construction plans and specifications of a plan showing the location of the structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevations.

Section 3: Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of such plans and specifications will be retained by the Committee and the other complete set will be marked "APPROVED", and returned to the lot owner. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.

Section 4: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to the completion of such construction, then approval is presumed.

Section 5: The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the subdivision, in the following



particulars, to-wit:

(a) Change all restrictions in conflict where one lot and all or a portion of other contiguous lots are being used together for the purpose of building a single family residence.

(b) Modify these restrictions in the case of lots which are unusual in size, or which are in an unusual or irregular shape, where such change is deemed for the advantage or best appearance of the immediate community.

ARTICLE IV

General Land Use

Section 1: All lots in said subdivision shall be used for single family dwellings and for no other purpose.

Section 2: All improvements of any nature placed on any lot shall be newly erected on said lot and not second-hand or used buildings or other improvements, shall be moved onto any of said lots.

Section 3: All materials must be new materials or substantially the same or better than that which can be produced on the date construction on the improvements commenced and no secondhand or used materials shall be utilized in the construction of improvements on any lot within the subdivision.

Section 4: No commercial activity of any nature shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, and no part of said premises shall be used for the commercial treatment of tuberculosis or any other contagious or infectious disease.

Section 5: No horses, cattle, cows, hogs, swine, sheep, goats, poultry or livestock or any kind, other than pets of reasonable kind and number ordinarily kept in residential subdivisions, may be kept on any part of the subdivision. No pets may be kept or bred for commercial or business purposes nor shall they be allowed to run at large within the subdivision. Should ordinary household pets become a nuisance in the opinion of the Declarant, they must be removed from the premises and the addition.

Section 6: No outdoor toilets shall be placed on any lot within the subdivision.

Section 7: No oil drilling, oil development operations, oil refining, chlorine or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in

*Amended*

going for oil or natural gas shall be erected, maintained, or permitted upon any lot.

Section 8: No sign of any kind shall be displayed to the public view except for one (1) professional sign of not more than five (5') feet square advertising the property for sale, or signs used by a builder to advertise the property during the construction and initial sales.

Section 9: No structure of a temporary nature, nor any trailer, basement, tent, shack, garage or any other out building, or any part thereof, shall be used as a residence or dwelling, either temporarily or permanently. Garages and out buildings that are appurtenant to a residence may be erected on each building site upon which a main dwelling has been erected.

Section 10: House trailers, boats, buses, trucks or similar vehicles, shall be parked only as and where approved by the Committee. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way or on driveways or parking areas, except as and where approved by the Committee.

Section 11: No lots shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage, or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for disposal of such waste materials shall be kept in clean and sanitary condition. Property shall not be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon the property may be placed upon the property at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the property or stored in a suitable enclosure upon the property.

Section 12: No garage or out building apartments for rental purposes are permitted on any lot. All living quarters on any lot other than in the main building, must be for the bonified use of the owners or occupants of the immediate family or servants only.

Section 13: No radio or television aerial or guide wires shall be maintained on any portion of any lot forward of the front wall line of the main dwelling

constructed on such lot.

Section 14: Only underground electric service shall be furnished to or permitted on any lot except those lots furnished by overhead power service as shown by the CPL easement made a part of the plat mentioned hereinabove.

ARTICLE V

Size, Design and Placement of Improvements

Section 1: Facing. The main building on each lot shall be constructed to face the street upon which such lot fronts, as prescribed in Section 4 of Article II above, except that, the Committee may authorize the construction of improvements on corner lots facing either diagonally across such lot or facing the street abutting the longer dimension of such lot.

Section 2: Height and Floor Limitations. No building shall be permitted on any lot unless it complies with the following:

(a) No dwelling, garage or appurtenant building shall exceed two (2) stories in height.

(b) The enclosed ground floor area of the main dwelling of any one-story residence, exclusive of porches, garages (whether attached or detached), patios, breezeway or other appendages, shall contain a minimum of 1,400 square feet.

(c) The combined area of any two-story residence, exclusive of porches, garages (whether attached or detached), patios, breezeways, or other appendages, shall contain a minimum of 1,400 square feet. It being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and contain materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost for the minimum permitted dwelling size, dwellings must be constructed of new materials or materials substantially the same or better than that which can be produced on the date construction on said dwelling is commenced.

Section 3: Exterior Walls. The exterior walls of each main dwelling shall be at least fifty (50%) percent masonry which shall include, but shall not be limited to natural stone, brick or stucco, or a veneer of any of them. In computing this masonry requirement, all door and window openings and gables shall be included in the area of the exterior walls. Materials used on the remaining portions of the exterior walls and other surface areas of the main building, and on any out building or appendage thereto, except greenhouses,

must be in harmony with the general architectural design of the main building, as determined by the Committee. No asbestos siding may be used for walls or trim, but asbestos may be used in sheeting form if approved by the Committee.

Section 4: Roof. The pitch of the roof of each main building and all out buildings, either attached or detached, is subject to the approval of the Committee. Such roof may be constructed out of the following materials which shall be the minimum as to quality and type.

(a) Two hundred forty pound (240 lb.) weight self-sealing composition roof.

(b) Mansard roof permitted with flat built-up roof.

(c) Such other materials as may be approved by the Architectural Control Committee.

Section 5: Foundations. On all main buildings and all out buildings, either attached or detached, all foundations must be of concrete and must be fully enclosed at the perimeter.

Section 6: Fences or Walls. No fence or wall shall be erected, place, altered or maintained on any building site nearer to the front lot line than the minimum building setback line shown on the recorded plat of the subdivision or in any event, forward of the front wall line of the main building. All fences shall be subject to the approval of the Committee and shall not be constructed higher than six (6') feet.

Section 7: Building Lines. No building shall be constructed on any lot or lots in said subdivision nearer the front lot line than the said setback line as shown on the plat of such subdivision, nor farther away from the front lot line than the Committee determines to be in harmony with existing buildings in the immediate vicinity. No portion of any main building shall be constructed nearer than five (5') feet to any interior lot line. The side building lines for all corner lots shall be as indicated on the plat of said addition. No building shall be constructed on any lot nearer to the side lot line than the distance herein specified or referred to except that, in the case of an unusual or irregularly shaped lot, buildings and other improvements may be constructed thereon as approved by the Committee.

Section 8: Garage Location. Any garage, servant's quarters or any out building of any kind detached from the main building shall be located on the rear one-third (1/3) of the lot, shall be located with reference to the side lot line to conform to the Building Code and Zoning Ordinance of the City of

Corpus Christi, and shall not be constructed upon any portion of the easement along the rear or side property line of such lot.

Section 9: Upkeep. The purchaser of each lot in said subdivision shall be responsible for the proper maintenance and upkeep of such lot at all times. He shall keep any weeds on such lot neatly mowed and he shall not permit the accumulation of trash, rubbish or other unsightly articles on said lot or the abutting easements or streets. The area between the pavement and the lot line shall also be kept and maintained by the owner of the abutting lot. If any lot owner does not comply with the terms of this paragraph, then Declarant is authorized to have such lot cleaned and maintained in order to comply with the provisions of this paragraph for the account of the owner of said lot, and Declarant shall be entitled to reimbursement of the amount of any reasonable expenses so incurred by Declarant from the lot owner for whose account and benefit such maintenance and upkeep was performed.

Section 10: Sight Distances at Intersections. No fence, wall, hedge or shrub which obstructs sight line at elevations shall be placed or permitted to remain on any corner lot area within the triangular area formed by the streets, property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines or in the case of a rounded corner from the intersection of a street property line extended to intersect. The same sight line limitation shall apply on any building site within ten (10') feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within the above sight line of each intersection unless the foliage line is maintained at sufficient height to prevent the obstruction of the above sight line.

Section 11. Drainage. Natural drainage of streets, drives, parking lots or the property will not be impaired by any person or persons.

ARTICLE VI

Duration of Restrictions

The restrictions, conditions, use limitations and covenants herein set forth shall continue and be binding upon Declarant, his successors and assigns, for a period of thirty-five (35) years from the date hereof, unless terminated or amended as hereinafter provided. At the expiration of said term of thirty-five (35) years above set out, 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 hereinafter provided. After the expiration of thirty-five (35) years from the date of this instrument, the owners of a majority of the lots in said subdivision, who are actual bonified inhabitants thereof, may execute and acknowledge an agreement in writing terminating or revising 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 conveyances of real estate then may be required to be filed, and then 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.

#### ARTICLE VIII

##### Right to Enforce

The restrictions herein set forth shall be binding upon Declarant, his successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of property in said subdivision, each of whom shall be obligated and bound to observe the terms of this instrument; provided, however, that no such person shall be liable except with respect to breaches committed during his or their ownership of said property. Violation of any term or provision of this instrument shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against any lot or part thereof, or such liens may be enforced as against any and all lots covered thereby, subject, nevertheless, to the terms of this agreement. Declarant, or the owners of any lot or lots in said subdivision shall have the right to enforce observance or performance of the provisions of this instrument. If any person violates or attempts to violate any term or provision of this instrument, it shall be lawful for any person owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any term or provision of this instrument, in order to accomplish any one or more of the following: To prevent him or them from so doing; to correct such violations; to recover damages; or to obtain such other relief for such violation as then may be legally available.

#### ARTICLE VIII

##### Severability

Invalidation of any of the terms, provisions or covenants contained in this instrument by Judgement or Court Order shall not in any way affect any of the other terms, provisions or covenants set forth in this instrument, which

shall remain in full force and effect.

ARTICLE IX

Easements

All lots in this subdivision are subject to certain easements over and across portions of each lot, as shown by the map of said subdivision, such easements being deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, including water lines, sewer lines, electric lighting and telephone poles or cables, pipelines and drainage ditches or structures, television cables, and/or equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of any or all of the owners or operators of such utilities, to remove any obstructions on said easement right-of-way as in its or their opinion may interfere with the installation or operation of its or their circuits, lines, pipes or drainage ditches or structures. Such easements shall be for the general benefit of the subdivision and the property owners thereof, and are reserved and created in favor of any and all utility companies entering into and upon said addition, except that nothing set out above shall prohibit the use of such easements or rights-of-way by abutting owners for the construction of fences, walks or drives provided no permanent structures are built thereon and provided no damages shall accrue to the City of Corpus Christi or any utility company because of the removal and nonreplacement of all or any portion of such improvements for the purpose of satisfactorily operating utilities in such easements or rights-of-way.

ARTICLE X

Dedication

This instrument or dedication relates to and affects only the property covered by the map or plat of the addition and said instrument or dedication shall not affect any other property.

EXECUTED this the 21 day of Jan., 1982.

WBC HOLDINGS, INC.

By: William Wallock  
William Wallock, President

ATTEST:

Philip M. Wallock  
Philip M. Wallock, Treasurer

STATE OF TEXAS  
COUNTY OF NUECES

Corpus Christi National Bank, the lienholder of the property described in the above and foregoing restrictions, and known as Brighton Village, a subdivision to the City of corpus Christi, Nueces County, Texas, does hereby ratify and confirm in all things, the foregoing limitations, restrictions and covenants affecting the said subdivision, and docs, by these presents, subordinate any and all liens held by it upon said property, to the said limitations, restrictions and convenants; and it further adopts and in all things confirms the dedication of easements, parks, street, drives, lanes, and roads as shown on the plat of the said Brighton Village.

Executed at Corpus Christi, Texas, this the 22nd day of January, 1982.

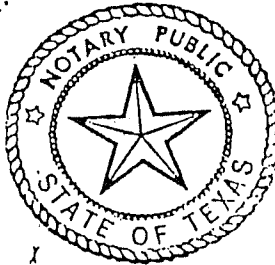
CORPUS CHRISTI NATIONAL BANK

By: Mark Meyer  
Mark Meyer, Vice President

THE STATE OF TEXAS     X  
COUNTY OF NUECES     X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William Wallock, 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 WBC Holdings, Inc., and that he executed the same as the act of the said WBC Holdings, Inc. for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 21 day of JANUARY, 1982.

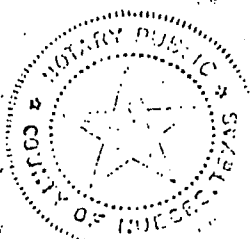


Moises Perez, Jr.  
Notary Public in and for  
Nueces County, Texas  
Moises Perez, Jr.

THE STATE OF TEXAS     X  
COUNTY OF NUECES     X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mark Meyer, Vice President 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 Corpus Christi National Bank, a 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 22nd day of January, 1982.



Connie T. Luigart  
Notary Public in and for  
Nueces County, Texas  
CONNIE T. LUIGART  
Notary Public, in and for the State of Texas  
My Commission Expires 11-27-85