

ORIGINAL 667

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NOV-1999

POINT LOMA ASSOCIATION

BY-LAWS

ARTICLE I

When used herein, the following terms shall be given the meaning hereinafter stated:

1. "Association" refers to the Point Loma Association.
2. "Point Loma" refers to the real property located on Lake Corpus Christi (Lake Mathis) in San Patricio County and more particularly described in the Map Records in the County Courthouse in Sinton, San Patricio County, Texas.
3. "Board" refers to the duly elected and qualified Board of Directors of the Point Loma Association.
4. "Member" refers to a person who is a member of the Point Loma Association as defined in Article III of these By-Laws.
5. "Property Owner" refers to any individual or group of individuals owning real property on Point Loma.

ARTICLE II
PURPOSE

1. The Association shall be a non profit organization for the purpose of promoting the best public interest for Point Loma as a whole and shall be empowered to perform any and all lawful things and acts which this Association at any time shall in its discretion deem to be to the best interest of said property and the owners of the homes and building sites thereon.
2. The Association shall remain politically non-partisan.
3. The Association shall not discriminate against any race, color, or creed.

ARTICLE III
MEMBERSHIP - Refer to Amendment XV & XXIII

1. The Association shall have one class of members.
2. All persons owning real property on Point Loma are eligible for membership.
3. Membership in this Association is not transferable or assignable to any person not eligible for membership under the provisions of these By-Laws.
4. All members of the Association shall have the right and privilege to use and enjoy all properties, facilities and services of the Association and, except hereinafter provided, to serve on the Board of Directors and participate in all meetings, activities, and functions.

ARTICLE IV
VOTING

Refer to Amendment XXV

1. All members of this Association shall have one vote on any matter duly submitted to a vote of the membership subject to the following exceptions:
 - (a) Not more than two members from any single household shall be entitled to vote on any matter submitted to a vote of the membership. In the event of multiple ownership of a single property, only two members of the ownership of that property shall be entitled to vote. In the event of ownership of multiple properties, only two members of that ownership shall be entitled to vote. Ownership of multiple properties does not entitle the owner or owners to more votes than ownership of a single property.
 - (b) No member under the age of 18 years shall be entitled to vote on any matter submitted to a vote of the membership.
 - (c) No member shall vote unless current dues are paid in full.

ARTICLE V
MEETINGS - Refer to Amendment XXIII

1. The members of this association shall hold no less than six (6) meetings per year for the purpose of transacting the business which may come before such meeting.
2. Special meetings of the Association may be called by the Board or at the written request of ten (10) or more members of the Association. Any such written request must state the reason for the requested meeting. Such meetings shall be held within thirty (30) days from the date such written request is received by the Board. Subject to the foregoing provisions, the exact date, time, and place of the special meetings shall be determined by the Board.
2. Notice of regular and special meetings shall be mailed or delivered to each house on Point Loma at least two (2) days prior to the date of the meeting. Such notice shall state the date, time, and place of the meeting. In the case of a special meeting, notice must state the purpose of the meeting. No matters other than those stated in the notice may be considered at such special meeting. Notices will also be sent to the non-resident property owners whose names and addresses are known to the Board of Directors.

ARTICLE VI.
BOARD OF DIRECTORS

1. The management and direction of the affairs and property of the Association shall be vested in the Board of Directors of the Association and shall be subject to the restrictions imposed by law and by these By-Laws and by the recorded Deed Restrictions.
2. When acting as a member of the Board of Directors, each person shall place the interests of the Association and its members before his individual interests or the interests of any other group or association of persons. In the event any member of the Board of Directors has any individual interests which may be in conflict with the interests of the Association, he shall immediately make such fact known to the Board of Directors, and he shall be disqualified from participating in discussion or action of the Board with respect to such matters. Any member of the Board whose interests conflict with the interests of the Association over an extended period of time shall be disqualified from acting on the Board and may be removed from the Board by a vote of its members.
3. The Board of Directors shall consist of:
 - (a) President of the Association
 - (b) Vice-President of the Association
 - (c) Secretary-Treasurer of the Association
 - (d) The Chairman of each standing Committee
4. These officers and committee chairmen shall be duly elected by the membership.
5. Except as hereinafter expressly provided, any member of this Association is eligible to vote on any matter submitted to a vote of the membership shall be eligible for election to the Board of Directors.
6. The term of office of all members of the Board of Directors shall be one year commencing at the first Association meeting in January and expiring at the last meeting in December.

ARTICLE VII
NOMINATIONS & ELECTIONS

1. Prior to the November meeting the Board of Directors shall appoint a Nominating Committee consisting of five (5) members. Not more than two (2) of these members shall be on the Board of Directors.
2. It shall be the duty of the Nominating Committee to submit a list of nominees for each office to the general membership at the November meeting of the Association. Nominations from the floor will also be solicited at the November meeting of the Association.
3. Preparation, distribution, collecting, counting the ballots, provision for absentee balloting and informing the membership of the election results shall be the sole responsibility of the Nominating Committee.
4. At each December regular meeting, an election by secret ballot will be held for the election of Officers and Committee Chairmen. The member receiving the highest number of votes for each position shall be elected to such position. In case of a tie vote a runoff will be held to determine the winner.
5. The newly elected officers and directors shall take office at the January meeting of each year. The incumbent Board shall continue to serve until the members of the new Board take office.

ARTICLE VIII
VACANCIES & REMOVAL

1. Vacancies of any Board position except President shall be filled within thirty (30) days by appointment by the President, provided that any such appointment must be approved by the Board of Directors at its first regular meeting following such appointment. In the event such appointment does not receive the required approval of the Board of Directors, the Board shall then proceed to elect an eligible member of the Association to fill the vacancy.
2. A vacancy in the office of President shall be automatically filled by the Vice-President, who shall then appoint a new Vice-President as outlined in paragraph one above.
3. In the event any member of the Board of Directors knows or believes that cause, as hereinafter defined, exists for the removal from office of any member of the Board of Directors, such member may raise the question for the consideration of the Board at any regular meeting of the Board. In the event that cause does exist with respect to any member of the Board and a proper motion is made and seconded that such member be removed from office, a secret written vote shall be taken on the motion. Any such motion for removal shall require the affirmative vote of three-fourths of the Directors to carry.

4. Each of the following shall constitute causa for removal of any person from the Board of Directors:
- (a) Willful failure to pay dues.
 - (b) Willful violation of any provision of these By-Laws.
 - (c) Willful violation of any unlawful act in connection with any of the functions, activities, or business of the Board of Directors or the Association.
 - (d) Willful failure to attend three (3) consecutive meetings of the Board.
 - (e) Disqualification under the circumstances specified in Paragraph 2, Article VI hereof.
5. Any member of the Board of Directors who is convicted of a felony offense by a Court of Competent Jurisdiction shall be automatically removed from office.

ARTICLE IX OFFICERS - Refer to Amendment XVI

1. **PRESIDENT** - It shall be the duty of the President to preside at all meetings of the Board of Directors. The President shall preside at all meetings of the Association. The President shall be responsible for overseeing enforcement of the provisions of the By-Laws of the Association. It shall be the responsibility of the President to insure that all regular meetings of the Association and of the Board of Directors and any and all special meetings, called in accordance with the provisions of the By-Laws, are duly held. The President shall report to the general membership of the Association on the activities, functions, business and affairs of the Association at least six times per year. The President shall be responsible for seeing that all officers and directors of the Association respond to and properly perform any and all duties of their respective offices and positions as specified in the By-Laws or as directed by the Board or which may be necessary in order to carry out the business and affairs of the Association. The President shall be empowered to counter sign all checks issued by the Association. The President shall have the responsibility of preserving and overseeing the books, records and files of the Association and shall make certain that all books, records, and files are properly maintained. In addition, the President shall perform all of the other duties and responsibilities of such office elsewhere provided in these By-Laws.
2. **VICE-PRESIDENT** - It shall be the duty of the Vice-President to assist the President in the discharge of the duties of his office in such ways and by such means as the President may request. In addition the Vice-President shall perform all of the other duties and responsibilities of such office elsewhere in these By-Laws.
3. **SECRETARY-TREASURER** - It shall be the duty of the Secretary-Treasurer to take minutes of all general meetings and all meetings of the Board of Directors, and to compile such minutes into a permanent record of the meetings. The Secretary-Treasurer shall read the minutes of each meeting of the members or the Board at the succeeding meeting of the members or the Board, as the case may be. The Secretary-Treasurer shall maintain a file of correspondence pertaining to the business of the Association. It shall also be the duty of the Secretary-Treasurer to supervise the general handling of all funds of the Association. The Secretary-Treasurer shall be empowered to countersign all checks issued by the Association. The Secretary-Treasurer shall report to general meetings of the Association and to Board Meetings, the expenditure or receipt of any funds and shall be responsible for the accounting of these funds. No expenditure of more than Ten Dollars (\$10.00) shall be made without the consent of the majority of the Board of Directors. No expenditure of more than Twenty Five Dollars (\$25.00) shall be made without the approval of the majority of members in attendance at any Association meeting where permission is asked to make these expenditures.

ARTICLE X DIRECTORS

1. Each Director shall be elected to form a specific committee; such committees being as follows:
- (a) COMMUNITY RELATIONS
 - (b) DEED RESTRICTIONS
 - (c) MAINTENANCE & BEAUTIFICATION
 - (d) SPECIAL PROJECTS
- Each Committee Chairman may appoint members to assist with the operation of his Committee.

A special Committee which shall be called the PLANNING & ARCHITECTURAL CONTROL COMMITTEE shall consist of members of the Board of Directors and will be in addition to the above stand committees, and the Board of Directors shall be responsible for the actions of this committee.

ARTICLE XI COMMITTEES DEFINED

1. **COMMUNITY RELATIONS** - Hospitality, entertainment, greeting and introducing new residents, community parties, etc.
2. **DEED RESTRICTIONS** - Distribution of copies of Deed Restrictions to both old and new property owners in the Point Loma subdivision; informing property owners of any violations of the Deed Restrictions; attempting to correct these violations thru discussion or correspondence with the violator; to notify the Board of Directors of repeated violations by any property owner, or of any property owner who refuses to cease violation of the deed restrictions, or of any property owner with whom difficulty arises with respect to

3. MAINTENANCE & BEAUTIFICATION - Keep up subdivision signs, attempt to have owners mow vacant lots when necessary, work toward recreation areas for children, and to suggest and plan ways to make Point Loma a more attractive area.
4. SPECIAL PROJECTS - Duties shall be to handle projects not specifically covered by other committees. An example would be to promote fund raising projects for specific purposes; to work as liason between the Association and Government officials such as County and City; and to assist other Committee Chairmen upon request.
5. PLANNING & ARCHITECTURAL CONTROL - This committee shall consist of the duly elected Board of Directors. Their duties on this committee shall be to approve or disapprove plans for buildings, additions to present buildings, and all other items with regard to the duties of the Planning Committee as set forth in the Deed Restrictions for Point Loma. It shall be their duty to notify property owners of the requirement to submit plans for any construction, or any other proposed structures which will be built or placed on Point Loma. It will further be their duty to approve or disapprove such plans as quickly as possible and in no case shall a decision be delayed for more than thirty (30) days from the date on which such plans are submitted. All decisions will be guided by provisions as set forth in the Deed Restrictions for Point Loma, and all decisions must be provided to the requesting party in writing.

ARTICLE XII AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended, or repealed and new By-Laws adopted by resolution in writing presented at a regular meeting and approved by a two-thirds majority of the members voting at the next regular meeting of the members of the Association. No amendment or change may be submitted to a vote at a meeting of the members unless notice of the amendment has been included in the notice of meeting mailed or delivered to all members of the Association.

ARTICLE XIII MISCELLANEOUS PROVISIONS Refer to Amendment: XXII & XXVI

1. No member, committee, or the Board of Directors shall have the authority to borrow funds on behalf of the Association without first obtaining approval of two thirds of the members of the Association who are eligible to vote on matters submitted to a vote of the membership; such approval being obtained either at a meeting of the members or by signed written ballot mailed or delivered.
2. The Board of Directors shall not authorize any arrangement concerning the use of any of the facilities of the Association which unlawfully or unreasonably discriminates against any member of the Association.
3. No financial commitment of the Association or expenditure of the Association's funds shall be made without the prior approval thereof by the Board of Directors.
4. No commitment policy decision or agreement of any nature shall be made without prior approval of the Board of Directors.
5. Dues for membership in the Association shall be Five Dollars (\$5.00) per person per calendar year or any part of that year. No further assessments may be made against any member, except that voluntary contributions may be made by members for special projects or emergencies.
6. In the event of the dissolution of the Association, any assets of the Association remaining after the payment and satisfaction of all liabilities and obligations of the Association shall be transferred and conveyed to the Mathis Rescue Squad.
7. In the event of the dissolution of the Association, the duties, authority, and responsibilities of the Planning & Architectural Control Committee shall revert to Stanley Fry, or his designated representative.

ARTICLE XIV TEMPORARY PROVISIONS

1. No exceptions may be made to these By-Laws except as follows:
 - (a) During the organizational period of the Association, a group of Officers and Directors may be appointed on a temporary basis. These Officers and Directors may be appointed during an organizational meeting without benefit of election as set forth in the By-Laws, and such temporary officers may serve only until December of 1974 at which time a regular election will be held. In order to hold such temporary office, officers and board members must be approved by a majority of those present during the organizational meeting. No officer or director may hold office after December of 1974 except thru the regular election process as set forth in Article VII of the By-Laws.
 - (b) There will be no other exceptions to these By-Laws. Any changes or revisions must be done as set forth in Article XII of these By-Laws.

ARTICLE XV
AMENDMENT - MEMBERSHIP

Refer to Amendment: XXIII

1. The Association shall have two classes of members.
2. All persons owning real property on Point Loma are eligible for membership under provisions of these bylaws. Also people living at Point Loma and not owning property are eligible to become associate members and to participate in all functions other than voting or holding an office of the Point Loma Association.
3. Membership in this Association is not transferable or assignable to any person. (no change)
4. All members of the Association shall have the right and privilege to use and enjoy all properties, facilities, and services of the Association and except hereinafter and heretofore provided, to serve on the Board of Directors, and participate in all meetings, activities, and functions. (no change)


ARTICLE XVI
AMENDMENT - OFFICERS (Section 3)

REFER TO ARTICLE IX, 3 & 4

1. No expenditure of more than fifty dollars (\$50.00) per month instead of ten dollars (\$10.00) per month be made without consent of the majority of the Board of Directors. No expenditure of more than fifty dollars (\$50.00) per month instead of twenty-five dollars (\$25.00) per month be made without approval of the majority of members in attendance at any Association meeting where permission is asked to make these expenditures.

ARTICLE XVII
Amendment - Meetings

3. Unless otherwise requested, notice of regular and special meetings will be mailed or delivered to each member and/or each house on Point Loma at least two (2) days prior to the date of the meeting. Such notice shall state the date, time, and place of the meeting. In the case of a special meeting the notice must state the purpose of the meeting. No matters other than those stated in the notice may be considered at such special meeting. At the discretion of the Board of Directors notices of meetings may also be sent to those non-resident property owners whose names and addresses are known to the Board of Directors.

Approved 1992 

PROPOSED AMENDMENT TO POINT LOMA ASSOCIATION BY-LAWS to be voted on at the NOVEMBER TENTH MEETING:

ARTICLE XVIII: AMENDMENT - MEETINGS

1. The members of this association shall hold no less than four (4) meetings per year for the purpose of transacting the business which may come before such meeting.

ARTICLE XIX: BOARD OF DIRECTORS

6. The term of office of all members of the Board of Directors shall be one year commencing January first and expiring December 31.

ARTICLE XX: AMENDMENT - NOMINATIONS & ELECTIONS

5. The newly elected officers and directors shall take office January first each year. The incumbent Board shall continue to serve until the members of the new Board take office.

ARTICLE XXI: AMENDMENT - ARTICLE XVI

A majority of the Board of Directors must approve any expenditures (not exceed fifty (\$50.00) dollars per month) other than normal operating expenses. Any additional expenditures must have prior approval by a majority of members in attendance at any association meeting.

ARTICLE XXII; AMENDMENT - DUES - XIII; Par 5. (approved Dec.-12-95)

Refer to Amendment: XXVI

DUES FOR MEMBERSHIP IN THE ASSOCIATION SHALL BE \$ 20.00 PER HOUSEHOLD

PER CALENDAR YEAR OR ANY PART OF THAT YEAR. NO FURTHER ASSESSMENTS MAY

BE MADE AGAINST ANY MEMBER, EXCEPT THAT VOLUNTARY CONTRIBUTIONS MAY BE

MADE BY MEMBERS FOR SPECIAL PROJECTS OR EMERGENCIES.

ARTICLE XXIII - MEMBERSHIP (Amends or supersedes article III & XV) (approved: Sept.-21-99)

1) The Association shall have two classes of members:

1a) **FULL MEMBERS**

All persons owning single or jointly one or more real property on Point Loma and are full members at the time of this voting (Sept-21-99) shall remain full members under the provisions of these By-Laws.

All full members of the association shall have the right and privilege to use and enjoy all properties, facilities and services of the association and except hereinafter and heretofore provided, to serve on the Board of Directors, and participate and vote in all meetings, activities and functions.

1b) **ASSOCIATE MEMBERS**

All persons living on Point Loma and not owning property on Point Loma and are associate members at the time of this voting (Sept-21-99) shall remain associate members under the provisions of these By-Laws.

All associate members shall have the right and privilege to use and enjoy all properties, facilities and services of the association and to participate in all meetings, activities and functions other than voting and holding office of the Point Loma Association.

2) Membership, full- or associate, in this association is not transferable or assignable to any person.

3) **NON-MEMBERSHIP STATUS ("Grandfather Clause")**

The volunteer membership status shall remain for the current non-members as long as they remain property owners in Point Loma.

If the property changes hands (sold, deeded or conveyed to some other person) the new owner must become a full member.

If the property is not sold; but rented, the new renter must become an associate member and the property owner retains his current membership status.

ARTICLE XXIV - CAMP BREEZE

(approved: Sept.-21-99)

All persons owning or renting property in Camp Breeze are eligible for Associate Membership on a volunteer basis.

Their rights are defined in Article XXIII - 1b & 2.

ARTICLE XXV - VOTING (Supersedes article IV)

- 1) All Full Members of this Association shall have voting rights based on their investment in Point Loma as indicated in the Appraiser Roll for the City of Lakeside.

Taxable Value:

\$	0.-	to	\$ 24,999.-	= 1 Vote
\$	25,000.-	to	\$ 74,999.-	= 2 Votes
\$	75,000.-	to	\$ 124,999.-	= 3 Votes
\$	125,000.-	to	\$ 174,999.-	= 4 Votes

Voting rights are based on the "1998 Appraiser Roll for City of Lakeside" and will be revised according to the Appraiser Roll every 5 years.

- 2) No member under the age of 18 years shall be entitled to vote on any matter submitted to a vote of the membership.
- 3) No member shall vote unless current dues are paid in full.

ARTICLE XXVI - DUES (Supersedes par. 5 of article XIII & article XXII)

- 5a) Full Member dues are based on the budget as agreed and voted on by the membership and the portion of the members voting rights. A change of the budget requires approval of 2/3 of the voting rights of the membership qualified to vote. Dues shall be for one year or any part of that year.
- b) Minimum full member dues are \$ 10.- per calendar year or any part of that year.
- c) Associate member dues are a flat rate of \$ 10.- per calendar year or any part of that year.
- d) Dues to be adjusted to the voting rights every 5 years or when membership votes for a change in budget.
- e) Dues are due on January - 1 and become delinquent on April - 1 of that year.
Dues not paid for more than one year will result in a lien filed against this property.
The lien will include the unpaid dues and the filing fee.
No foreclosure on a property shall be done due to unpaid dues.

(For calculation example of dues see: Appendix - par. A)

ARTICLE XXVII - BUDGET

In order to fulfill the requirements of Article II - PURPOSE ; to promote the best public interest for Point Loma as a whole, a budget is required.
The following items shall be considered in establishing the annual budget:

- 1) SAFETY for the residents of Point Loma.
- 2) LIABILITIES for facilities owned commonly by Point Loma residents.
(Taxes; Utilities; Insurance etc.)
- 3) MAINTENANCE upkeep of grounds and facilities owned commonly by residents of Point Loma.
- 4) ADMINISTRATIVE expenses.
- 5) MEMORIALS

Any other item outside of this scope shall not be part of the budget; but may be pursued on a volunteer basis thru donations, pledges or other means a Point Loma resident may choose.

APPENDIX

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A)

EXAMPLES TO THE CALCULATION OF DUES

Membership Status of Sept. -21-99

Agreed and voted on budget: (Newsletter Nov-12-99)	\$ 700.-
Voting rights of ALL full members: (Sept. 21 - 1999 status)	76
Voting rights of member "A"	3

(Assume member "A" owns a property with a taxable value of \$87,000.-, then according to Article XXV "Voting", the member has 3 voting rights)
 Annual dues for member "A": $\$700 \times 3 / 76 = \$ 27.63 =$

Dues for member "B"

(Assume member "B" has just a vacant lot with a taxable value of \$ 16,000.-; then according to Article XXV "Voting", the member has 1 voting right)
 Agreed and voted on budget
 Voting rights of member "B"
 Annual dues for member "B": $\$700 \times 1 / 76 = \$ 9.21 =$

\$ 700.-
1
\$ 10.00 *

* Per Article XXVI - b) the min. dues are \$ 10.00.

RESTRICTIVE COVENANT

RECITAL

The Board of Directors of the Point Loma Association, at the direction of a majority of the record property owners in the Point Loma Subdivision Units I, II, and III agree to the following limitations and restrictions which shall run with all land contained in the Subdivision. The maps of the Subdivision (Exhibit "A") are attached hereto and incorporated herein and are filed or recorded in the Map Records in the Office of the County Clerk of San Patricio County as follows:

Unit I map filed April 30, 1963 and recorded in plat cabinets 297 and 298;
Unit II map filed October 22, 1964 and recorded in plat cabinet A, nine (9) and ten (10);
Unit III map recorded July 20, 1965 in plat cabinet 565.

DEFINITIONS

Certain terms used in this covenant are defined as follows:

Association: The Point Loma Association.

Planning Committee: A committee composed of the Board of Directors of the Point Loma Association.

Mobile Home: A movable or portable dwelling which is constructed on a chassis, and which is designed to be towed over state roads and highways under special permit, designed for year-round occupancy, designed primarily to be used without a permanent foundation, but which may sit on a permanent foundation, and designed to be connected to utilities. It may consist of one or more units that can be telescoped when transported and expanded: later for additional capacity, or of two or more units, separately transported, but designed to be joined together into one integral unit.

Park: The property which was donated to the Association by Katherine Morrow, the Deed for which is on file at volume 536, pages 175-176 of the Deed Records in the office of the County Clerk of San Patricio County. A copy (Exhibit "B") is attached hereto and incorporated herein.

Recreation Vehicle (RV): An independently powered four wheeled vehicle containing all of the following facilities - bed, installed cooler or refrigerator, and stove; also includes any travel trailer, pick-up coach, commercially manufactured camping van (such as Volkswagen camper), motor home, or camping trailer, none of which may be longer than 37 feet.

Subdivision: The Point Loma Subdivision Units I, II, and III described above.

CONDITIONS, RESTRICTIONS, and COVENANTS

1. Except as otherwise provided, these covenants and restrictions shall run with the land and shall be binding on the property owners, their heirs, and assigns. The covenants and restrictions shall extend permanently, unless otherwise agreed by a vote of a 2/3 majority of the then owners of the lots in the Subdivision.

2. No building shall be created, placed, or altered on any lot in the Subdivision until the building plans, specifications, and

plot plans showing the locations of such building have been approved in writing as to conformity and harmony with the specifications and general appearance of the majority of the buildings in the subdivision, and to conformity and harmony of the building with respect to topography and finished ground elevation, by the Planning Committee. Each set of plans and specifications must also be signed by the President or Vice President of the Planning Committee. The members of the Planning Committee shall not be entitled to any compensation for service performed pursuant to this covenant. The Planning Committee must issue approval or disapproval in writing to the person or persons requesting such approval for any plans submitted within 30 days. It shall be the responsibility of the property owner to contact the Board of Directors before starting construction.

3. All lots except the Park shall be restricted as residential lots only. No commercial activities shall be permitted in the Subdivision, except that sales offices shall be permitted if conducted entirely in a residence. No commercial signs pertaining to the home business shall be permitted in the Subdivision.

4. Storage of recreational vehicles shall be prohibited on any lot where there is no permanent dwelling, except as follows: Residents of a permanent dwelling may store their own recreational vehicle on adjacent and contiguous property (i.e., a lot sharing a common boundary line) with the permission of the owner of the adjoining property.

5. No tent, garage, barn, recreational vehicle, or other outbuilding located within the Point Loma Subdivision shall be used at any time as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted on any lot, except as follows: A recreational vehicle may be used as a temporary residence for six months if a permanent dwelling is being constructed simultaneously on the same lot or on adjacent and contiguous property (i.e., lots sharing a common boundary line) under the same ownership as the property on which the recreational vehicle sits. The Planning Committee may extend the time period for a maximum of six additional months. The property owner shall be responsible for getting written permission from the Planning Committee for any temporary residence.

6. No mobile homes of any size, on or off slabs or wheels, shall be permitted on any lot.

7. No building, temporary or permanent, outbuilding or residence, shall be moved into the Subdivision unless the Planning Committee, after inspection of such building, states in writing that it conforms to the standards described in condition two. It shall be the responsibility of the property owner to contact the Planning Committee for such permission.

8. No building shall be located nearer than six (6) feet from any side lot line. No building shall be located nearer than twenty-five (25) feet from the street lot line, except on lots located in Point Loma Units II and III.

9. No fence or wall shall be placed anywhere in the Subdivision which shall exceed six (6) feet in height.

10. No livestock or swine shall be raised, kept, or bred on any lot. Dogs, cats, and poultry may be kept provided they are not kept, bred, or maintained for any commercial purpose whatsoever. Poultry may be kept only if penned.

11. At least one floor of any residence, exclusive of open porches and garages, shall be not less than eight hundred (800) square feet in size, regardless of the height of the residence.

12. No activity which is noxious, offensive, an annoyance, or a nuisance to the neighborhood shall occur on any lot or in any building in the Subdivision and all property owners shall make certain that no such activities occur on their property. The Planning Committee shall be the final authority with regard to such offenses, and shall upon written request by property owners of at least ten residences take the following measures, in the order shown, to inform the property owner of the complaint and the requested remedy:

1. Contact the property owner personally.
2. Contact the property owner by letter from the Planning Committee sent certified mail, return receipt requested.
3. Contact the property owner by letter from an attorney.
4. File suit against the property owner or other offending party in the appropriate court of law.

If a vote of the majority of property owners in the Association finds that such offenses do not constitute an annoyance or nuisance to the general welfare of the subdivision, then the Committee shall take no action on the request.

13. All vacant lots shall be maintained by their respective owners. If grass and weeds in vacant lots become higher than twenty-four (24) inches from the ground, owners will be notified by the Point Loma Association, by certified mail, return receipt requested, and shall respond within 30 days of the date on the receipt. If any owner who has been properly notified does not respond within 30 days, the Point Loma Association may arrange mowing of overgrown lots, and the property owner will be billed for the mowing. If the owner fails to pay the Association, the Association may file a lien on the property for the cost of the mowing, and may file suit to recover costs of mowing, attorneys fees, and court costs.

14. A franchise right, where easements are shown on the map of the Subdivision, is expressly reserved and dedicated to the public solely for the use and benefit of public utilities and utility companies, the right of ingress and egress to lay, change, remove, and repair utilities in these easements being expressly provided for, and no house or structure of any kind shall be built on the easements.

15. All buildings and structures in the Subdivision shall be provided by the lot owner with water suitable for a sanitary sewerage disposal system complying with the requirements of and approved by the State and County Public Health Department and such sewer system shall be constructed simultaneously with the construction of the building.

16. If any person or entity shall violate or attempt to violate any part of this agreement and covenant, it shall be lawful for the Association, its successors or assigns, or any person owning any real property in the Subdivision to prosecute proceedings at law or in equity against any person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions. However, the rights of any bonafide lien holder of any purchase shall not be affected hereby, nor shall this operate to prejudice the rights of holders of valid liens upon property in the Subdivision. Should the holder of a valid lien become the owner of the title to property in said subdivision, then the restrictions shall thereupon become applicable to him or her as an owner, except that he or she shall not be charged with any violation or breach of such restrictions prior to his becoming such an owner.

17. If at any time the Association or any property owner in the subdivision or any successors or assigns fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

18. This instrument shall be recorded in the office of the County Clerk of San Patricio County, Texas, and shall be referred to in all contracts and deeds executed by any owner, lienholder, purchaser, and any interested parties in any and all lots and blocks in said subdivision, on due notice of the full contents hereof, just as completely as if this entire instrument was included in such contract of sale, added, or other evidence of title.

19. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

These restrictions are approved by a majority of the owners of record on this date.

EXECUTED this the 1 day of FEBRUARY, 1987.

POINT LOMA ASSOCIATION

By: Joan Lafferty
Joan Lafferty
Board of Directors, President

By: Harry McCoy
Harry McCoy
Board of Directors,
Vice-President

By: Joyce Barnes
Joyce Barnes
Board of Directors,
Secretary-Treasurer

By: Myrtle McCoy
Myrtle McCoy
Board of Directors, Member

By: Pauline Slayton
Pauline Slayton
Board of Directors, Member

By: Linda O'Connell
Linda O'Connell
Board of Directors, Member

By: Bill Herod
Bill Herod
Board of Directors, Member

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

This instrument was acknowledged before me on the 4 day of February, 1987, by Joan Lafferty, President of the Board of Directors of Point Loma Association, on behalf of that Association.

Darvin Dieringer

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

DARVIN DIERINGER

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES 8-31-88

This instrument was acknowledged before me on the 3rd day of February, 1987, by Harry McCoy, Vice-President of the Board of Directors of Point Loma Association, on behalf of that Association.

Mary Ann Janota

MARY ANN JANOTA, Notary Public,
In and for San Patricio County, Texas

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

This instrument was acknowledged before me on the 9 day of February, 1987, by Joyce Barnes, Secretary-Treasurer of the Board of Directors of Point Loma Association, on behalf of that Association.

Darvin Dieringer

DARVIN DIERINGER

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES 8-31-88

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

This instrument was acknowledged before me on the 3rd day of February, 1987, by Myrtle McCoy, member of the Board of Directors of Point Loma Association, on behalf of that Association.

Mary Ann Janota

MARY ANN JANOTA, Notary Public,
In and for San Patricio County, Texas

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

This instrument was acknowledged before me on the 4 day of February, 1987, by Pauline Slayton, member of the Board of Directors of Point Loma Association, on behalf of that Association.

Darvin Dieringer

DARVIN DIERINGER

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES 8-31-88

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

This instrument was acknowledged before me on the 4 day of February, 1987, by Linda O'Connell, member of the Board of Directors of Point Loma Association, on behalf of that Association.

Darvin Dieringer

DARVIN DIERINGER

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES 8-31-88

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO

This instrument was acknowledged before me on the 9 day of February, 1987, by Bill Herod, member of the Board of Directors of Point Loma Association, on behalf of that Association.

Darvin Dieringer

DARVIN DIERINGER

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES 8-31-88