

**RESTATEMENT OF
DECLARATION OF RESTRICTIONS
FOR
WEST OAKS SUBDIVISION**

THE STATE OF TEXAS §
 §
COUNTY OF VICTORIA §

Whereas, **Colibri, Inc.**, a Texas corporation whose address is 2505 N. Navarro, Victoria County, Texas 77901, hereinafter "Declarant", joined by **FirstCapital Bank, ssb**, is the owner of all the lots of **West Oaks Subdivision**, a Subdivision in the County of Victoria, Texas, according to the established map and plat of said Subdivision duly recorded in Volume 8, Pages 43C & 43D of the Map and Plat Records of Victoria County, Texas, to which reference is here made for all purposes, said lands being hereinafter sometimes called "the Subdivision" or "the property" or the "lot or "lots"; and,

Whereas, Declarant has filed a plat with the Commissioners Court of Victoria County, Texas for the purpose of complying with certain statutes and regulations regarding, without limitation, subdivisions and matters relating to water and sewer systems in the subdivision, and desires to place of record certain restrictive covenants, conditions and restrictions affecting all the lots in said **West Oaks**;

NOW, THEREFORE, the Declarant declares that the real property described above as the Subdivision is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, reservations and dedications, (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth.

ARTICLE ONE
Building and Use Restrictions
Residential Purposes Only

1.0 All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to

exceed two (2) stories in height, a carport or garage, which shall not be placed any closer to the front property line than the front of the residence and a storage building which shall not be placed any closer to the front property line than the rear of the residence. Declarant or its successors or assigns shall be entitled to place one or more model homes and a real estate sales office on certain Lots to facilitate Declarant's lot sales program. The term "residential purposes" as used herein shall be held to exclude hospitals, duplex houses and apartment houses, and to exclude commercial, business and professional uses. No residence shall be used as a boarding house or a rooming house. A residence shall be considered a boarding or rooming house when more than one person is provided board or lodging therein for hire. No professional, business or commercial activity to which the general public is invited shall be conducted on any part of the Subdivision, including commercial warehouses, dog or other animal boarding or breeding, or any manufacturing facilities. The leasing or renting of a residence for residential purposes shall not be considered business or commercial activity.

Animals

1.01 On lots with an area of one and 1/2 acres or more, poultry and no more than two horses may be kept on such lot if an adequate stable and/or pens have been built, provided that such stables or pens are maintained in a clean and sanitary condition, and provided further that no odor from such stable or pens shall be permitted which may be noxious to any adjoining landowner. None of the permitted animals shall be allowed to roam at large. No cattle, pigs, hogs, swine, goats, sheep, emus or ostriches (or the like) may be allowed on the subject property. None of the permitted animals shall be allowed to roam at large. No commercial breeding or boarding of any animals shall be allowed on the subject property. All permitted animals must be kept behind a fence or on a chain or leash at all times no closer to the front property line than the rear of the residence.

Minimum Residential Construction Requirements

1.02 Any residence constructed on the Lots must have an enclosed living area of not less than one thousand five hundred (1,500) square feet exclusive of open and screened porches, terraces, patios, driveways, carports, and garages. Any residence constructed on a lot shall have a front exterior wall of not less than twenty percent (20%) masonry construction; shall have a peaked roof; shall be

constructed of new materials as provided in the architectural guidelines published by the Architectural Control Committee for the subdivision; and shall conform to all building codes adopted by the Department of Housing and Urban Development (HUD) and any other governmental authority with jurisdiction.

Minimum Manufactured Dwelling House Requirements

1.03 New Manufactured Dwelling Houses [as defined by the Federal Housing Administration (FHA)], with FHA/HUD seal attached, are permitted if they contain not less than one thousand fifty (1050) square feet of floor living area. ("New" is defined as being built after January 1996 or as further defined or established by the Architectural Control Committee.) These New Manufactured Dwelling Houses must be constructed in two or more sections (no single section homes will be allowed), and have the tongues and axles removed, and be set on and permanently attached to a permanent foundation so that title may be surrendered to the state. A manufactured House must be skirted with materials as provided in the architectural guidelines published by the Architectural Control Committee for the subdivision. The roof must be peaked and constructed of new materials as provided in the architectural guidelines published by the Architectural Control Committee for the subdivision. The siding on a New Manufactured Dwelling House must be constructed of new materials as provided in the architectural guidelines published by the Architectural Control Committee for the subdivision. All residences constructed or New Manufactured Dwelling Houses placed in the subdivision are herein called residences.

Garages, Storage Buildings and Decks

1.04 Prior to move-in, each residence shall have an attractive covered deck or porch made of wood or concrete with a minimum floor area of 75 square feet in the front of the residence, and must be designed and constructed in accordance with architectural guidelines published by the Architectural Control Committee for the subdivision. If the Owner desires to construct a garage, carport or storage building on the Lot, then the garage, carport, or storage building must be constructed of new materials and be located on the side or rear of the residence.

Setbacks

1.05 No residence, garage, or carport or other building shall be located on any Lot nearer to the front Lot line or nearer to the side Lot line than the minimum building setback lines shown on the recorded plat. The Lots located on West Oaks Drive as shown on the plat for the subdivision shall have a 60 foot building setback line from the property line abutting West Oaks Drive. However, for lots 14, 15, 16 & 17 in Block 2, setbacks will be established by the Architectural Control Committee. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building and shall be behind the setback lines and shall not encroach over such setback lines. All Lots shall have minimum building setback lines on the sides of 10 feet, and to the rear of said lots, the minimum setback line shall be no nearer the rear of the lot than the utility or drainage easement shown on the plat for the applicable lot. If no utility or drainage easement is shown on the plat for the applicable lot, then the minimum setback line from the rear of the lot shall be 20 feet. If two or more Lots, or portions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 1.07, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

Position on Lot

1.06 Residences on all Lots in the subdivision shall face West Oaks Drive. Face shall mean that the long side of any residence and the main front door shall face the street.

Resubdivision or Consolidation

1.07 No Lot shall be resubdivided to make such Lot smaller than its original size; however, any person owning two or more adjoining Lots may consolidate such Lots into one Lot with the privilege of constructing improvements as permitted in these restrictions on the resulting building site.

Easements

1.08 (a) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat along all lots lines (front, back and sides) for drainage, maintenance and public utility purposes. The Declarant, utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall not be liable for

any damage done by them or their assigns, agents, employees, or servants to fences, shrubbery, trees or flowers, or to other property of the Owner situated within any such easement. Declarant hereby reserves the right to dedicate or create additional easements and roadway rights of way with respect to lots which have not been sold by Declarant by instrument recorded in the Official Records of Victoria County, Texas.

(b) In authenticating the Subdivision plat for record, and in dedicating the road for the use of the present and future owners of the tracts in the Subdivision and to the public, there shall be and are hereby reserved in Declarant the following right, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance regarding the property or any part thereof.

1. The road 60 feet in width, as shown on the plat as West Oaks Drive, is hereby dedicated to the use of the public.

2. Declarant reserves the necessary utility easements and rights of way as shown on the plat of West Oaks Subdivision as recorded in the map and plat records, which easements are reserved for the use and benefit of any public utility operating in Victoria County, Texas, as well as for the benefit of Declarant and property owners in the Subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone, gas, water, sewer, cable television or any other utility which Declarant may find necessary for the proper service of tracts in the Subdivision.

Noxious or Offensive Activities Prohibited

1.09 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

1.10 No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other building shall be used on any Lot at any time as a residence, either temporarily or

permanently, provided, however, that nothing herein shall be construed as prohibiting the erection or siting on any lot of a New manufactured Dwelling House, which meets the criteria of Paragraph 1.03 hereof. There shall be only one dwelling unit on each lot.

Recreational Vehicles, Boats and Trailers

1.11 No recreational vehicles, boats, trailers or campers or similar rolling stock will be permitted to be parked or stored on any Lot unless parked in a garage or storage building or behind the main residence .

Hunting and Shooting

1.12 Shooting of firearms and hunting are prohibited on all Lots except for the dispatching of snakes or rabid animals. This exception is for shot shells only and not for pistol or rifle shells.

Compliance with Law, Building Plan Approval and Permits

1.13 No buildings, water wells, septic systems or other structures shall be erected or situated on any Lot except in compliance with applicable building and use codes, and other laws and regulations applicable to the property established and adopted from time to time by Victoria County and the State of Texas and any other governmental authority with jurisdiction.

Rubbish, Trash, and Garbage

1.14 No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. There shall be no burning or incineration of garbage, rubbish or trash except in proper containers approved by the homeowners association or the county fire Marshall. Garbage containers shall not be placed at the street except on regularly scheduled garbage collection dates. All trash, garbage or waste matter shall be kept in adequate containers with tightly fitting lids which shall be maintained in a clean and sanitary condition.

Sewage Disposal

1.15 No sewage disposal system shall be permitted on any Lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of

any state, county, municipal, or other governmental subdivision or agency having lawful authority pertaining thereto. Approval of the system as installed and the location thereof shall be obtained from the governmental authority with jurisdiction and the Architectural Control Committee.

Water Supply

1.16 The system design as installed and location for all water wells for each lot must be approved by the governmental authority with jurisdiction and the Architectural Control Committee.

Signs

1.17 No signs of any character shall be allowed on any Lot except for one "for sale" or "for lease" sign not to exceed five square feet in size. This paragraph does not apply to the Declarant.

Water Runoff

1.18 Nothing shall be erected, placed, maintained, done or permitted to remain on any Lot which interferes with surface water runoff in such a manner as to cause such water runoff to be diverted across any other Lot or which causes flooding or erosion to any other Lot or to any roadway or ditch.

Sight Distance at Intersection

1.19 No fence, walk, hedge, or shrub planting that obstructs sight lines to Coletoville Road No.2 from West Oaks Drive shall be placed or permitted to remain on Lot 1, Block 1. There is reserved across Lot 1, Block 1, an easement for purposes of the construction and maintenance of a sign depicting the entrance to the subdivision which easement shall be situated at the location of the sign constructed by Declarant. The sign shall be maintained by the Association. There is additionally reserved across Lot 1, Block 1, an easement for purposes of the construction and maintenance of a fence on the property line abutting Coletoville Road No.2 which easement shall be situated at the location of the fence constructed by Declarant. The fence shall be maintained by the Owner of such lot in the manner and with the materials of construction and design as constructed by Declarant.

Prohibited Items

1.20 No wrecked, junked, broken down or inoperative automobile, truck, bus, motorcycle, or other motor vehicle, boat or trailer, or any part thereof, or any other unsightly item which detracts from the

appearance of the Property, shall be placed or parked or be permitted to remain on any Lot. Also, no automobile parts, boat or other vehicular or machine or mechanical parts shall be placed or parked or be permitted to remain on any Lot. Noncompliance with this section shall result in removal and storage or disposal by Declarant or the Association at the Owner's expense.

Fences and Walls

1.21 Only fences made of wood, split rail, vinyl or metal are permitted along the front of a residence, except no solid wood privacy fence or wall shall be placed on any Lot any closer to the adjoining roadway than the front line of the residence on that Lot. No barbed wire fences are permitted on any lot except on the rear lot line of a lot.

Mailboxes

1.22 The Declarant will permit the U.S. Postal Service to construct a Central Mail Collection Facility on a Lot selected by Declarant. Individual mailboxes will be allowed in accordance with the rules and regulations of the U.S. Postal Service.

No Drilling, mining, Burying or Burning

1.23 No drilling or mining for oil, gas or other minerals, including but not limited to, sand, gravel, soil, rock, coal, lignite, iron ore, or uranium, shall be allowed on any Lot. No trash, garbage or other debris may be buried or burned on any Lot.

Excavations

1.24 The digging of dirt or the removal of dirt from any lot is prohibited, except as is necessary in conjunction with landscaping or construction of the improvements thereon. All lots shall at all times be kept in a healthful, sanitary and attractive condition. Stock ponds are permitted so long as they are fenced. No lot shall be used or maintained as a dumping ground for garbage, trash, automobile parts or similar items, rubbish or other waste matter.

Dedication Of Private Park and Roadway

1.25 As shown on the plat, Lot 1 in Block 3 which includes the 30 foot private road leading thereto are hereby reserved and dedicated for the benefit of all the lots in the subdivision as a private park

and roadway. This private park and roadway shall be a common area of the subdivision and shall be owned and maintained by the Association. The Board of Directors of the Association shall promulgate rules and regulations regarding the utilization of the private park area and the private roadway.

ARTICLE TWO
Homeowners' Association

2.00 Declarant has organized a Texas Nonprofit corporation which is named "COLETOVILLE HOMEOWNERS ASSOCIATION, INC." (the Association) which shall have the rights, powers and duties provided herein, including, subject to the rights of Declarant with regard thereto, the right to appoint an Architectural Control Committee for the purposes of approving plans and specifications, and other functions. The Association shall be governed by its Articles of Incorporation and Bylaws, and the Architectural Control Committee shall be governed by its promulgated architectural guidelines. Until Declarant has sold one-hundred percent (100%) of the lots in the subdivision, or ten years (10) from the date of this instrument, whichever occurs first, Declarant shall designate and appoint the Directors of the Association and the members of the Architectural Control Committee. After Declarant has sold one-hundred percent (100%) of the lots in the subdivision, or ten years (10) from the date of this instrument, whichever occurs first, then the members of the Association shall vote on all association matters including the election of directors in accordance with the Articles and Bylaws of the Association, and thereafter the Directors shall appoint the members of the Architectural Control Committee. Declarant may at any time prior to the sale of one-hundred percent (100%) of the lots in the subdivision relinquish control over the Association by recording an affidavit to that effect in the Official Records of Victoria County, Texas, at which time the Association shall govern itself in accordance with the Articles and Bylaws of the Association including, without limitation, the appointment of the Architectural Control Committee.

Maintenance

2.01 Each lot in the subdivision, exclusive of those owned by Declarant shall be subject to an annual maintenance charge, hereinafter called "maintenance charge".

The maintenance charge shall be secured, collected, managed and expended by the Association as follows:

a. The 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 maintenance charge for the year of the sale by Declarant shall be prorated and the purchaser's prorated share shall be paid to the Association upon the closing of the sale. Maintenance charges not paid when due shall bear interest at the rate of 10% per annum or such greater rate as may be provided by the laws of the State of Texas. No maintenance charge shall begin to accrue on any Lot until the sale thereof by Declarant.

b. The maintenance charge for each calendar year until changed is hereby fixed at \$120.00 per Lot per year. The maintenance charge may be adjusted by the Association, from year to year, consistent with the needs of the Subdivision as determined by the Association.

c. The 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 Lots therein. The Association shall, by way of illustration and not by way of limitation, expend the maintenance fund for improvement and maintenance of streets, roads, esplanades, parks, parkways, sidewalks, signs, fences, lighting, community landscaping, and vacant Lots in the subdivision; collection of garbage and refuse; patrol and security services; fogging and spraying for insect control, street lighting; recreational areas and facilities; enforcement of these Restrictions, by action at law or in equity, or

otherwise, paying court costs as well as reasonable and necessary legal fees out of the maintenance fund; and for all other purposes which are, in the discretion of the Association, desirable in maintaining the character and value of the Subdivision and the Lots therein. 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.

d. 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; provided, however, that such lien, if any, shall be and is hereby declared to be junior, subordinate and inferior to any lien (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 the cost of any permanent improvement to be placed thereon, and recorded in accordance with the laws of the State of Texas. All maintenance charge liens as provided for herein may be enforceable through any appropriate proceeding at law or in equity; 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 charge lien. Also, should the Association be required to employ an attorney to collect the charge and penalties, the Lot Owner shall be required to pay reasonable fees for such attorney.

The Association shall, as a condition precedent to the foreclosure of any liens securing the payment of the maintenance charge, first notify the record Owner of any notes secured by liens covering residential Lots in the Subdivision by registered or certified mail, return receipt requested,

of default in the payment of maintenance charges. No action shall be taken by way of filing suit or foreclosure of the maintenance charge lien by sale with respect to any Lot until sixty (60) days have expired after mailing of such notice. All such actions may be instituted and brought in the name of the Association and may be maintained and prosecuted by the Association in a like manner as an action to foreclose the lien of a mortgage or deed of trust on real property under Section 51.002 of the Texas Property Code or by judicial foreclosure. In the event of a foreclosure under Section 51.002, the Association shall be entitled to designate a Trustee by instrument recorded in the office of the County Clerk of Victoria County, Texas, and upon such recording, such Trustee shall, at the request of the Association, give notice of sale as required by Section 51.002, and sell such Lot to the highest bidder for cash at the time and place as provided in said statute, it being understood that the recitations contained in the Trustee's deed shall be deemed conclusively true and correct.

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

Association Powers

2.03 The Association shall function as the representative of the Owners of the Lots in the Subdivision for the purposes herein set out as well as for all other purposes consistent with the creation and preservation of residential Subdivision. By way of illustration, the Association may, in addition to collecting and managing the maintenance fund and enforcing these Restrictions, act through the Architectural Control Committee to approve or disapprove plans, publish architectural standards guidelines, and perform such functions as herein provided. The Association and the Committee may employ a consulting architect or engineer or other professionals to assist in the architectural and engineering aspects of Subdivision control and may delegate to such architect or architects such portions of the architectural aspects of Subdivision control as they may deem

appropriate, compensating such architect or architects out of the maintenance fund or reasonable fees set by the Association charged to Lot Owners for inspecting such plans.

Disclaimer

2.04 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 and no publication of architectural standards guidelines 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 and standards shall in no event be construed as representing or guaranteeing that any residence or building will be built in a good, workmanlike manner. The acceptance of a deed to a Lot in the Subdivision shall be deemed a covenant and agreement on the part of the Grantee, and the Grantee's heirs, successors and assigns, that the 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.

ARTICLE THREE
Maintenance and Architectural Control Committee
Duty to Maintain

3.00 If an Owner of any Lot shall fail to maintain the Lot, or the exterior of the residence, trees, grass and landscaping or other improvements situated thereon in a clean, sanitary, neat, attractive and orderly manner, the Architectural Control Committee through its agents and employees after having given the Owner ten (10) days prior written notice and an opportunity to cure, shall have the right

to enter upon the Lot and to clean, repair, maintain, and restore the Lot or exterior of the residence and any other improvements erected thereon, all at the expense of the Owner. The Owner shall reimburse the Architectural Control Committee within thirty (30) days after receipt of an invoice for the cost of such cleaning, repairing, maintaining, and restoring such items.

Architectural Control Committee

3.01 No building, fence, wall or other permitted structure or reconstruction shall be commenced, erected or maintained, placed, altered or reconstructed on any lot in this Subdivision until the building specifications and the plot plan showing the location of such buildings or improvements have been approved in writing as to conformity with these covenants and restrictions and the plat of the Subdivision by an Architectural Control Committee. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The committee shall be authorized to approve variances or deviations from these restrictions when, in the opinion of the committee, such variance or deviation will not detract from the attractiveness and the market value of any lot covered hereby. At no time shall the Architectural Control Committee consist of less than three (3) persons and a majority of the members thereof shall resolve all matters to come before the Committee. The submitted plans and specifications shall specify in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail, and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into and the location of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this section will be deemed to have been fully complied with; provided, however, that failure of the Architectural Control Committee to approve

or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed, maintained or reconstructed, on any lot in the Subdivision, in a manner inconsistent with any provisions of these covenants and restrictions. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with any restriction herein imposed or meet the minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee with the design or overall character of the improvements in the Subdivision and to enforce these restrictions and to exercise any right reserved to or by Declarant herein.

ARTICLE FOUR
Miscellaneous
Covenants Running With The Land

4.00 The covenants and restrictions of this Declaration shall run with and bind all of the lands within the Subdivision, and inure to the benefit of and be enforced by the owner of any lot subject to this Declaration, or their respective legal representatives, heirs, successors and assigns for a period of twenty (20) years from the date of this instrument. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the owners of seventy-five percent of all the lots in the Subdivision and properly recorded in the appropriate records of Victoria County, Texas. Upon the expiration of such initial term, said covenants and restrictions (as changed, if changed) and the enforcement rights relative thereto shall be automatically extended for successive periods of ten (10) years. During such ten year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then owners of not less than a majority of all of the lots in the Subdivision and properly recorded in the appropriate records of Victoria County, Texas.

Severability

4.01 Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions or provisions hereof which shall remain in full force and effect. The descriptive headings of this instrument are inserted for convenience only and do not constitute a part hereof.

Non-Waiver

4.02 No delay or omission on the part of Declarant, the Association or any owner of any lot in the subdivision in exercising or enforcing any lien, right, power or remedy herein provided or available at law or in equity, (all of which being here now expressly reserved) in the event of any breach of any of the restrictions and covenants herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against the Declarant or the Association or any Owner of a Lot in the subdivision for or on account of failure or neglect to exercise any right, power or remedy herein provided or by law.

Additional Lands

4.03 Declarant may subdivide and plat properties contiguous to the subdivision, in which case, Declarant reserves the right to make the additional lands subject to membership in and the control and administration of the Association so that, even though the restrictions for such additional lands may be different from those imposed by this instrument, this subdivision and the additional lands may be operated by the Association as one unified complex consistent with this Declaration Of Restrictions. Declarant may accomplish the inclusion of such additional lands in the Association by the filing of an instrument in the Official Records of Victoria County, Texas.

Lienholder

4.04 FirstCapital Bank, ssb, the owner and holder of a lien covering the Subdivision, has executed this Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions and restrictions and the termination of the prior restrictions.

Prior Restrictions Terminated

4.05 The **DECLARATION OF RESTRICTIONS FOR WEST OAKS SUBDIVISION** affecting the Subdivision found of record under Official Records Instrument Number 199914091 of the Official Records of Victoria County, Texas, are hereby terminated and declared void and are superseded and replaced entirely by this **RESTATEMENT OF DECLARATION OF RESTRICTIONS FOR WEST OAKS SUBDIVISION**.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, and the lienholder have executed this declaration to be effective this 31 day of January, 2000.

Colibri, Inc.

By



Lee Swearingen, President

FirstCapital Bank, ssb

By



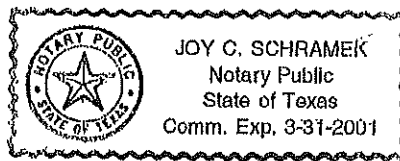
Its President

STATE OF TEXAS §
§
COUNTY OF VICTORIA §

BEFORE ME, the undersigned authority, on this day personally appeared **Lee Swearingen**, in his capacity as **President of Colibri, Inc.** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of January, 2000.

Joy C. Schramek
Notary Public, State of Texas

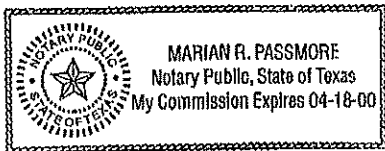


STATE OF TEXAS §
§
COUNTY OF VICTORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Steve Hipes, President of FirstCapital Bank, ssb, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10th day of January, 2000.

Marian R. Passmore
Notary Public, State of Texas



This Document was filed by &
returned to:
* Colibri Properties Inc
* 2505 N. Navarro St
* Victoria, TX 77901

FILED AND RECORDED

Val D. Huvar
2000 FEB 14 02:00 PM 200001782
VAL D. HUVAR

VICTORIA COUNTY, TEXAS
By Carolyn Rose, Deputy