

DECLARATION

VOL 1758 PAGE 900

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
CANDY STICK CORPORATION, hereinafter referred to
as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in
Corpus Christi, County of Nueces, State of Texas, which is more
particularly described as:

Units A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P,
Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF
and GG, and including the "Common Area", of Lot 32 in
Block 2, Greenway Gardens Townhouses to the City of
Corpus Christi, Nueces County, Texas, according to the
map or plat thereof recorded with the County Clerk's
Office of Nueces County, Texas, Volume 46, Page 23 & 24.

NOW THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants, and
conditions, which are for the purpose of protecting the value
and desirability of, and which shall run with, the real property
and be binding on all parties having any right, title or interest
in the described properties or any part thereof, their heirs,
successors and assigns, and shall inure to the benefit of each
owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Greenway
Townhouse Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title
to any Unit which is a part of the Properties, including contract
sellers, but excluding those having such interest merely as
security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain

real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Unit is described as follows:

The Common Area of Lot 32 in Block 2, Greenway Gardens Townhouses to the City of Corpus Christi, Nueces County, Texas, according to the map thereof on record with the County Clerk's Office of Nueces County, Texas.

Section 5. "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Candy Stick Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Unit from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such

conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of this family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Unit which is subject of assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on July 1st, 1985.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be Three Hundred Seventy and No/100 Dollars (\$370.00) per Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year not more than 8% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above 8% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each

annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural

committee composed of three (3) or more representatives appointed by the Board. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The names and addresses of the persons who are to act in the capacity of Architectural Control Committee members until the selection of their successors are:

NAME	ADDRESS
Roger J. Seaman, Jr.	5902 Liptonshire Corpus Christi, Texas
Walter B. Selcer	5902 Liptonshire Corpus Christi, Texas
Glen D. Yeatts	5902 Liptonshire Corpus Christi, Texas

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Unit

Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Property Use Restrictions. The use of the Unit and Common Area are subject to the following restrictions:

(a) Nuisances. No nuisances shall be allowed upon the property, not any use or practice permitted which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no disabled vehicles, travel homes or other unusually large vehicle or boat shall be parked on the property, nor any fire hazard allowed to exist.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27th day of May, 1980.

Candy Stick Corporation
Declarant

By: Roger J. Seaman, Jr.
Roger J. Seaman, Jr.
President

THE STATE OF TEXAS I
COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared Roger J. Seaman, Jr., President of Candy Stick Corporation, a corporation, 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 same as the act and deed of said corporation and as President thereof and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of May, 1980.



Benadine P. Allen
Notary Public in and for
Nueces County, Texas

Benadine P. Allen - My Commission Expires 5/31/81

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PM 7:47 11/11/2041

DECLARATION OF
ANNEXATION OF ADDITIONAL PROPERTIES
AND DEDICATION OF COMMON AREA
RE: GREENWAY TOWNHOUSE ASSOCIATION

THIS DECLARATION is made on the date hereinafter set forth by
CANDY STICK CORPORATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant filed for record a Declaration of Covenants,
Conditions and Restrictions dated May 27, 1980, recorded in Vol. 1758, Page
900, Deed Records of Nueces County, Texas, pertaining to GREENWAY TOWNHOUSE
ASSOCIATION, its successors and assigns and covering that certain real property
described as follows, being:

Units A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S,
T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF and GG, and
including the "Common Area", of Lot Thirty-two (32), Block Two
(2), GREENWAY GARDEN TOWNHOUSES to the City of Corpus Christi,
Nueces County, Texas, according to the map or plat thereof
recorded with the County Clerk's Office of Nueces County,
Texas, in Vol. 46, Pages 23 & 24.

WHEREAS, additional properties were annexed to and the Common Area
thereof dedicated and all being declared subject to the terms of the following
identified Declaration pertaining to GREENWAY TOWNHOUSE ASSOCIATION by
instrument designated Declaration of Annexation of Additional Properties and
Dedication of Common Area Re: GREENWAY TOWNHOUSE ASSOCIATION dated October 20,
1981, recorded in Vol. 1809, Page 296, Deed Records of Nueces County,
Texas; such additional properties being described as follows:

Units HH, II, JJ, KK, LL, MM, NN, OO, PP, QQ, RR, SS, TT, UU, VV,
WW, XX, YY, ZZ, AAA, BBB, CCC, DDD and EEE, and including the
"Common Area" of Lot Thirty-three (33), in Block Two (2), GREENWAY
GARDEN TOWNHOUSES to the City of Corpus Christi, Nueces County,
Texas, according to the map or plat thereof recorded with the
County Clerk's Office of Nueces County, Texas, in Vol. 46, Pages
163-164, and said Lot 33, Block 2 being a re-plat of Lot 31,
Block 2, GREENWAY GARDENS TOWNHOUSES.

WHEREAS, said Declaration of Covenants, Conditions and Restrictions
pertaining to GREENWAY TOWNHOUSE ASSOCIATION permits the annexation of
additional properties to be brought within the jurisdiction of said Association
and the dedication of common area relative thereto upon compliance with the
following terms recited in Article VI thereof:

DEED RECORDS
VOL 1813 PAGE 1033

"Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions."

WHEREAS, Declarant has acquired title to the following described property adjoining the properties meant and referred to in said Declaration, being:

Units A1, A2, A3, A4, A5, A6, B1, B2, B3, B4, B5, B6, C1, C2, C3, C4, C5, D1, D2, D3, D4, D5, D6, E1, E2, E3, E4, E5, E6, F1, F2, F3, F4, F5, F6, G1, G2, G3, G4, G5, G6, H1, H2, H3, H4, H5, H6, I1, I2, I3, I4, I5, I6, J1, J2, J3, J4, J5 and J6, and including the "Common Area" out of Lot Thirty-Four (34), Block Two (2), GREENWAY GARDENS TOWNHOUSES, Corpus Christi, Nueces County, Texas, according to map or plat recorded in Vol. 77, Page 32, Map Records of Nueces County, Texas;

and Declarant desires to so annex the same, bringing said property within the jurisdiction of GREENWAY TOWNHOUSE ASSOCIATION and all covenants, conditions and restrictions set forth in said Declaration and dedicating the Common Area of the property as designated on said map to the common use and enjoyment of all the lot owners in the Association.

NOW THEREFORE, signature lines have been provided hereunder for each lot Owner as described in Article I, Section 2 of said Declaration and the proposition of annexing such additional properties and dedicating the Common Area relative thereto has been put to each of the lot Owners in the Association as follows:

RESOLVED that the residential property and Common Area described as being Units A1, A2, A3, A4, A5, A6, B1, B2, B3, B4, B5, B6, C1, C2, C3, C4, C5, D1, D2, D3, D4, D5, D6, E1, E2, E3, E4, E5, E6, F1, F2, F3, F4, F5, F6, G1, G2, G3, G4, G5, G6, H1, H2, H3, H4, H5, H6, I1, I2, I3, I4, I5, I6, J1, J2, J3, J4, J5, and J6, and including the "Common Area" out of Lot Thirty-Four (34), Block Two (2), GREENWAY GARDENS TOWNHOUSES, Corpus Christi, Nueces County, Texas, according to map or plat recorded in Vol. 77, Page 32, Map Records of Nueces County, Texas, be and is hereby respectively declared annexed, dedicated and fully subject to the terms of said Declaration of Covenants, Conditions and Restrictions pertaining to GREENWAY TOWNHOUSE ASSOCIATION;

and at least two-thirds (2/3) of each class of members, being Class A and Class B as defined in Article III, Section 2 of said Declaration, have consented to such proposition as is evidenced by the signatures below herein.

Prior approvals of the above and foregoing annexation of additional properties and dedication of Common Area relative thereto by the Federal Housing Administration and the Veterans Administration have been secured and will be duly recorded in the Deed Records of Nueces County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this the 1st day of February, 1982.

CANDY STICK CORPORATION,
Declarant

BY: [Signature]
ROGER J. SEAMAN, JR., President

I, Susan Selcer, duly elected Secretary of GREENWAY TOWNHOUSE ASSOCIATION, certify that the following list is a full and correct list of lot Owners of Lot Thirty-two (32), Block Two (2), GREENWAY GARDENS TOWNHOUSES, and of lot Owners of Lot Thirty-three (33), Block Two (2), GREENWAY GARDENS TOWNHOUSES, Corpus Christi, Nueces County, Texas as of the 1st day of February, 1982, and that at least two-thirds (2/3) of each class of members of said Association have signed this document.

RECORDER'S MEMORANDUM
ALL NAMES NOT TYPED
UNDER SIGNATURES

[Signature]
Secretary
GREENWAY TOWNHOUSE ASSOCIATION

Units, including Common Area of Lot 32, Block 2, GREENWAY GARDENS TOWNHOUSES, Corpus Christi, Nueces County, Texas:

Signatures of lot Owners:

Unit A	_____	_____
Unit B	Candy Stick Corporation	_____
Unit C	_____	_____
Unit D	<u>Karl Gerhardt</u>	<u>Julia Gerhardt</u>
Unit E	<u>[Signature]</u>	_____

Unit F	Candy Stick Corporation	
Unit G	Candy Stick Corporation	
Unit H	Candy Stick Corporation	
Unit I	Candy Stick Corporation	
Unit J		
Unit K	Candy Stick Corporation	
Unit L	<i>William A. D'Amico II</i>	
Unit M	Candy Stick Corporation	
Unit N	<i>Fried Johnson</i>	
Unit O	<i>Reed Greene</i>	
Unit P		
Unit Q		
Unit R	Candy Stick Corporation	
Unit S	Candy Stick Corporation	
Unit T	Candy Stick Corporation	
Unit U	Candy Stick Corporation	
Unit V	Candy Stick Corporation	
Unit W	<i>Sony Palm</i>	
Unit X	Candy Stick Corporation	
Unit Y	Candy Stick Corporation	
Unit Z		
Unit AA	<i>Mary Lou Schmidt</i>	<i>Charles D Adams III</i>
Unit BB		
Unit CC	Candy Stick Corporation	

Unit DD	<u>Candy Stick Corporation</u>	_____
Unit EE	<u>Candy Stick Corporation</u>	_____
Unit FF	<u>Candy Stick Corporation</u>	_____
Unit GC	<u>Candy Stick Corporation</u>	_____

Units, including Common Area of
 Lot 33, Block 2, GREENWAY GARDEN
 TOWNHOUSES, Corpus Christi, Nueces
 County, Texas:

Signatures of lot Owners:

Unit HH	<u>Candy Stick Corporation</u>	_____
Unit II	<u>Candy Stick Corporation</u>	_____
Unit JJ	<u>Candy Stick Corporation</u>	_____
Unit KK	<u>Candy Stick Corporation</u>	_____
Unit LL	<u>Candy Stick Corporation</u>	_____
Unit MM	<u>Candy Stick Corporation</u>	_____
Unit NN	<u>Candy Stick Corporation</u>	_____
Unit OO	<u>Candy Stick Corporation</u>	_____
Unit PP	<u>Roger Seaman & Walter Selcer</u>	<u>Walter Selcer Roger Seaman</u>
Unit QQ	<u>Roger Seaman & Walter Selcer</u>	<u>Walter Selcer Roger Seaman</u>
Unit RR	<u>Roger Seaman & Walter Selcer</u>	<u>Walter Selcer Roger Seaman</u>
Unit SS	<u>Roger Seaman & Walter Selcer</u>	<u>Walter Selcer Roger Seaman</u>
Unit TT	<u>Roger Seaman & Walter Selcer</u>	<u>Walter Selcer Roger Seaman</u>
Unit UU	<u>Roger Seaman & Walter Selcer</u>	<u>Walter Selcer Roger Seaman</u>
Unit VV	<u>Roger Seaman & Walter Selcer</u>	<u>Walter Selcer Roger Seaman</u>
Unit WW	<u>Roger Seaman & Walter Selcer</u>	<u>Walter Selcer Roger Seaman</u>
Unit XX	<u>Roger Seaman & Walter Selcer</u>	<u>Walter Selcer Roger Seaman</u>
Unit YY	<u>Roger Seaman & Walter Selcer</u>	<u>Walter Selcer Roger Seaman</u>

Unit ZZ	<u>Roger Seaman & Walter Selcer</u>	<i>Walter Selcer Roger Seaman</i>
Unit AAA	<u>Roger Seaman & Walter Selcer</u>	<i>Walter Selcer Roger Seaman</i>
Unit BBB	<u>Roger Seaman & Walter Selcer</u>	<i>Walter Selcer Roger Seaman</i>
Unit CCC	<u>Roger Seaman & Walter Selcer</u>	<i>Walter Selcer Roger Seaman</i>
Unit DDD	<u>Roger Seaman & Walter Selcer</u>	<i>Walter Selcer Roger Seaman</i>
Unit EEE	<u>Roger Seaman & Walter Selcer</u>	<i>Walter Selcer Roger Seaman</i>

CANDY STICK CORPORATION

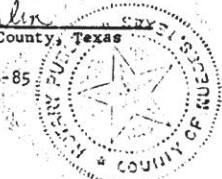
BY: *Roger J. Seaman, Jr.*
ROGER J. SEAMAN, JR., President

THE STATE OF TEXAS I
COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared Susan Selcer, Secretary of GREENWAY TOWNHOUSE ASSOCIATION, 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, in the capacity therein stated and as the act and deed of said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of February, 1982.

Lauri Sanderlin
Notary Public, Nueces County, Texas
Lauri Sanderlin
Commission expires 12-4-85




THE STATE OF TEXAS I
COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared ROGER J. SEAMAN, JR., President of CANDY STICK CORPORATION, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of February, 1982.

Lauri Sanderlin
Notary Public, Nueces County, Texas
Lauri Sanderlin
Commission expires 12-4-85



ROLL 747 PAGE 2647

STATE OF TEXAS }
COUNTY OF NUECES }
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me, and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Nueces County, Texas, as stamped hereon by me, on

MAR 3 1982



Marion Williams

COUNTY CLERK,
NUECES COUNTY, TEXAS

FILED FOR RECORD

MAR 3 10 29 AM '82

Marion Williams

COUNTY CLERK, NUECES COUNTY TX

D 62023 JAH(1)

260640

K.P.-2

VER-6

Declaration

1900

CHARGE - STEWART TITLE

CLERK'S NOTE: END OF BOOK
DEED RECORDS
VOL 1813 PAGE 1039

62023

RECORDED MAR 1 1982

ROLL 747 IMAGE 2048

260641

APPROVAL FOR
ANNEXATION OF ADDITIONAL PROPERTIES
AND DEDICATION OF COMMON AREA
RE: GREENWAY TOWNHOUSE ASSOCIATION

THIS APPROVAL is made on the date hereinafter set forth by the
Veterans Administration, hereinafter referred to as "VA".

WITNESSETH:

WHEREAS additional properties are sought to be annexed to the
properties subject to the Declaration of Covenants, Conditions and Restrictions
dated May 27, 1980 recorded in Vol. 1758, Page 900, Deed Records of Nueces
County, Texas pertaining to GREENWAY TOWNHOUSE ASSOCIATION; such additional
properties being described as follows:

Units A1, A2, A3, A4, A5, A6, B1, B2, B3, B4, B5, B6, C1,
C2, C3, C4, C5, D1, D2, D3, D4, D5, D6, E1, E2, E3, E4, E5,
E6, F1, F2, F3, F4, F5, F6, G1, G2, G3, G4, G5, G6, H1, H2,
H3, H4, H5, H6, I1, I2, I3, I4, I5, I6, J1, J2, J3, J4, J5
and J6, and including the "Common Area" out of Lot Thirty-
four (34), Block Two (2), GREENWAY GARDENS TOWNHOUSES, Corpus
Christi, Nueces County, Texas, according to map or plat
recorded in Vol. 47, Page 32, Map
Records of Nueces County, Texas.

WHEREAS, by the terms of said Declaration the prior approval of the
VA is required as to any annexation proposition and dedication of common area
as long as there is a Class B membership in said Association and whereas such
Class B membership in the Association is in existence at this time.

NOW THEREFORE, upon review of said Declaration and the proposition
of annexing the hereinbefore described property and dedication the Common Area
relative thereto as set out in the Declaration of Annexation of Additional
Properties and Dedication of Common Area Re: GREENWAY TOWNHOUSE ASSOCIATION
by CANDY STICK CORPORATION, Declarant therein, the undersigned, being the VA,
does hereby declare that compliance with all requirements is considered to have
been met and that such annexation of said additional property and the dedication
of common area relative thereto as above contemplated be and is hereby approved.

IN WITNESS WHEREOF, the undersigned, being the Veterans Administration
(VA), has hereunto set its hand and seal this the 26th day of February,
1982.

VETERANS ADMINISTRATION
BY: [Signature]
S. L. Galloway, Jr. Authorized Agent

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VOL 1814 PAGE 1

THE STATE OF TEXAS I

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared S.L. Galloway Jr., Authorized Agent of the Veterans Administration, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such agency for the purposes and consideration therein expressed, and in the capacity therein stated.

KB:5

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of February, 1982.



Bruce D. Galloway
Notary Public in and for De Witt
County, Texas

RECORDER'S MEMORANDUM
ALL NAMES NOT TYPED
UNDER SIGNATURES

[Faint, illegible text, likely a recording stamp or additional notary information]

1982 FEB 26

ROLL 747 IMAGE 2050

STATE OF TEXAS }
COUNTY OF NUECES }
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Nueces County, Texas, as stamped hereon by me, on

MAR 3 1982



Marion DeLinger

COUNTY CLERK,
NUECES COUNTY, TEXAS

FILED FOR RECORD

MAR 3 10 29 AM '82

Marion DeLinger

COUNTY CLERK NUECES COUNTY TX

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CHARGE - STEWART TITLE

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260641 ✓

K.P.:2
*Approved for
Registration*

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VER-6

DEED RECORDS
VOL 1814 PAGE 3

BY-LAWS
OF
GREENWAY TOWNHOUSE
ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Greenway Townhouse Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 5902 Liptonshire, Corpus Christi, Texas, 78415, but meetings of members and directors may be held at such places within the State of Texas, County of Nueces, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Greenway Townhouse Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Unit" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Candy Stick Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Unit from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration

of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Nueces County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7 o'clock P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the

members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years and at each annual meeting thereafter the members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors

shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled

to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

(h) cause the exterior of the dwellings to be maintained as stated in Article VII of the Declaration of Covenants, Conditions and Restrictions.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and

a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deed and other written instruments and shall co-sign all checks and promissory notes.



Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at

DEED RECORDS

all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Greenway Townhouse Association.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles

of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Greenway Townhouse Association, have hereunto set our hands this

27th day of May, 1980.

Ronald Seaman, Jr.
Roger W. Seaman, Jr.
Walter E. Selcer
Walter E. Selcer
Glen D. Yeatts
Glen D. Yeatts

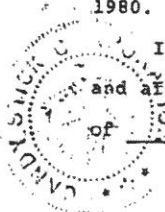
5902 Liptonshire-Corpus Christi, Tex.
5902 Liptonshire-Corpus Christi, Tex.
5902 Liptonshire-Corpus Christi, Tex.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Greenway Townhouse Association, a Texas corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 27th day of May, 1980.



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 27th day of May, 1980.

Glen D. Yeatts
Secretary
Glen D. Yeatts

K.P.3 59,731 (JAM)(#3)
Declaration +
By Laws
200338 ✓
VER-5

ROLL 667 IMAGE 228

FILED FOR RECORD

Oct 28 11 30 AM '80

Merion Challenge

COUNTY CLERK NUECES COUNTY TX.

STATE OF TEXAS
COUNTY OF NUECES

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Nueces County, Texas, as stamped hereon by me, on

OCT 28 1980



Merion Challenge

COUNTY CLERK,
NUECES COUNTY, TEXAS

310 CC - 10-28-80

CHARGE - STEWART TITLE

45.-

DEED RECORDS

VOL 1758 PAGE 921

RECORDED FOR 1981

CHANGES TO GREENWAY TOWN HOME ASSOCIATION BYLAWS

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 2. Duties

(e) Procure and maintain adequate liability and hazard insurance on property owned by the association *and on the structure of the townhomes including sheetrock, air-conditioning, and duct work;*

(1) The Association shall carry a master policy of fire and extended coverage (windstorm, hurricane, hail), vandalism, and malicious mischief, and liability insurance, and, if required by law, worker's compensation insurance (hereinafter referred to as the "Master Policy"), with respect to the Townhome Project and the Association's administration thereof which shall be in accordance with the following provision:

a. The Master Policy shall be purchased by the Association for the benefit of the Association, Owners, and their mortgagees as their interests may appear (subject to the provisions of these Bylaws and the Declaration), and provision shall be made for the issuance of appropriate mortgagee endorsements to the mortgagees of Owners. The liability insurance portion of the Master Policy shall have minimum limits of One Million Dollars (\$1,000, 000.00) for bodily injury or property damage.

b. The Association may, in its sole discretion, elect to carry insurance to cover such other perils, such as flood and high water, as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location, and use.

c. The Association and Owners shall use their best efforts to see that all property and liability insurance carried by an Owner or the Association shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against Declarant, Owners, or the Association and the respective servants, agents, and guests of Declarant, Owners, or the Association as the case may be. The Master Policy shall contain cross-liability or severability of interest endorsements or

appropriate provisions to cover liability of Owners, individually or as a group.

d. The Association is hereby specifically authorized to collect all premiums upon insurance purchased by the association from the Owners and/or their mortgagees to remit same to the insurance company. The amount of the premium for each unit shall be prorated based on the square footage of each unit. Any increase in such premiums occasioned by the use, misuse, occupancy, or abandonment of a Unit or the Common Area by an Owner shall be assessed against such Owner.

e. Proceeds of all insurance policies owned by the Association shall be received by the Association, and not to any Unit Owner or lienholder, and held in separate account and applied by the Association to repair the damage or restore the funds occasioned by the loss.

f. Each Owner, by ownership of a Unit in the Townhome Project, shall be deemed to have appointed the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the Master Policy. Without limiting the generality of the foregoing, the Association as such attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to collect proceeds and to distribute the same to the Association, Owners, and their respective mortgagees (subject to the provisions of these Bylaws and the Declaration) as their interests may appear, to execute all documents and to do all things on behalf of such Owners and the Townhome Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insured may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents of any Unit nor the liability of any Owner for occurrences therein not caused by or connected with the Association's operation, maintenance, or use of the Project.

g. Neither the Board of Directors, nor any officer of the Association, nor Declarant shall be liable for failure to obtain any coverage required by this Article for any loss or damages resulting from such failure, if such failure is due to the unavailability of such coverage from reputable

insurance companies, or if such coverage are so available only at a demonstrably unreasonable cost.

(2) Individual Policy by the Owner(s). Each Owner may carry a policy of fire and extended coverage, vandalism and malicious mischief, and liability insurance for the following:

a. Owners may obtain, at their own expense, comprehensive personal liability insurance covering liability for damage to person or property of others located within such Owner's Unit, or in another Unit in the Townhome Project or upon the common Area, resulting from the negligence of the insured Owner in such amounts as shall from time to time be determined by the Board of directors, but in no case less than \$100,000.00 for bodily injury or property damage.

b. Each Unit Owner should obtain, at their own expense, insurance upon their Unit and its contents (including, but not limited to, the structure, all fixtures, installations such as floor coverings, wall covering, interior walls or partitions and doors, "built-in" appliances, bathroom and kitchen fixtures, and heating and air-conditioning equipment) and personal property (including, but not limited to, any furniture, furnishing, "free-standing" appliances, or other personal property owned, supplied, or installed by the Owner, individually, or any improvements to the Unit made by the Owner), and .

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) All directors, officers, and employees, and all former directors, officers, and employees shall be insured by the Association against expenses actually and necessarily incurred by him/her and any amount paid in satisfaction of judgments in connection with any action, suit, or proceeding, whether civil or criminal in nature, in which he or she is made a party by reason of being or having been such a director, officer, or employee (whether or not a director, officer, or employee at the time such costs or expenses are incurred by or imposed upon him or her) except in relation to matters as to which they shall be adjudged in such action, suit, or proceeding to be liable for breach of fiduciary duty, or for negligence or misconduct in the performance of duty. The

aggregate limit of such insurance shall be at least \$1,000,000.00 or such lesser amount as may be obtainable on commercially practicable terms.

(g) (h) cause the Common Areas to be maintained.

(h) (i) cause the exterior of the dwellings to be maintained as stated in Article VII of the Declaration of Covenants, Conditions, and Restrictions

(j) cause the reconstruction and repair of casualty

(1) If not more than two-thirds (2/3) of the Townhome Project shall be damaged by fire or any other disaster, then the Townhome Project shall be rebuilt or repaired. If such damage shall effect more than two-thirds (2/3) of the Townhome Project as determined by such Owners in the exercise of such discretion, the reconstruction shall not be compulsory without the unanimous consent of all Owners.

(2) Any reconstruction or repair of the Townhome Project or any Unit located therein shall be substantially in accordance with the original plans and specifications for the Townhome Project and will be overseen by a contractor of the Associations choosing.

(3) In the event of damages by fire or other disaster where repair or reconstruction are compulsory, the Association shall arrange for and supervise the prompt repair and reconstruction of the damaged Units in accordance with the original plans specifications of the Townhome Project. The Association shall have no duty or liability for the repair and reconstruction of the interior improvements made to a Unit by an Owner, including, but not limited to all fixtures, installations or additions thereto such as floor coverings, wall coverings, interior walls or partitions and doors, "built-in" appliances, bathroom and kitchen furnishings, "free-standing" appliances, or other personal property owned, supplied, or installed by Owners, individually, or any improvements to the Units made by Owners. Each Owner shall have the right to supervise the redecorating of his own Unit, provided that such Owner shall not delay the repair or reconstruction and shall be responsible for any increase in costs caused by such Owner. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair, or replacement of any portion of the

Townhome Project necessitated by his negligence or misuse, or the negligence or misuse by his tenants, family, guests, agents, servants, employees, or contractors. In the event damage to all or any part of the interior of a Unit is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve, or disapprove such reconstruction or repair during the course thereof.

(4) As soon as possible after the occurrence of a casualty which caused damage to any part of the Townhome Project (a "Casualty") the Association and the Unit Owners shall take the following action.

a. The Association shall obtain reliable and detailed cost estimates of restoring that portion of the Townhome Project damaged by the Casualty which the Association must repair as provided in paragraph (3). All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of such Costs and the balance thereof, if any, shall thereafter be an Association receipt. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against Owners by the Association of the basis of their percentage interests in the Townhome Project for the payment of the estimated costs not otherwise paid for by insurance held by the Association.

b. Each Owner of a damaged Unit shall bear the cost and be responsible for the prompt repair and reconstruction of the Owner's Unit together with all improvements as provided in paragraph 3 above.

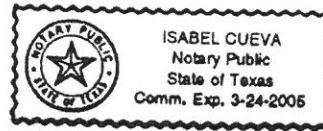
Approved on March 25, 2002

Wayne Stamper
President

Jerry T. Sullenger
Vice-President

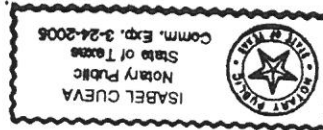
Sue Carroll
Secretary

STATE OF TEXAS
COUNTY OF NUECES



SWORN TO and Subscribed before me by, Wayne Stamper, Jerry T. Sullenger, and Sue Carroll on this 3rd day of April, 2002.

Isabel Cueva
Isabel Cueva, Notary Public



Greenway-Jawollave acin
P.O. Box 8265
Carpas Christi, Tx 78468

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Pages 6
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Filed & Recorded in
Official Records of
NUECES COUNTY
ERNEST M. BRIONES
COUNTY CLERK
Fees \$19.00

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, 3/12/89

STATE OF TEXAS
COUNTY OF NUECES
I hereby certify that this instrument was
FILED in file number sequence on the date
and at the time stamped herein by me, and
was duly RECORDED in the Official Public
Records of Nueces County,
Texas



Ernest M. Briones

ERNEST M. BRIONES
NUECES COUNTY, TEXAS

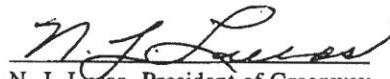
THE STATE OF TEXAS §
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COUNTY OF NUECES §

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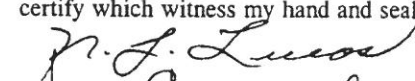
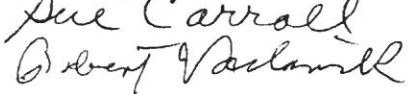
BEFORE ME, the undersigned authority on this day personally appeared the undersigned affiant, who swore on oath that the following statements are true:


1. My name is N. J. Lucas.
2. I am the President of Greenway Townhouse Association, Inc., and a person under my supervision has care, custody, and control of all records concerning the account of Greenway Development, Inc.
3. These records show that a total balance of ~~25,000.00~~ ^{23,707.55 N.J.L.}, exclusive of interest, is due and payable to Greenway Townhouse Association, Inc.
4. The creditor's account is marked "Exhibit A" and is attached to this affidavit. Without my knowledge it is just and true. The total amount of the account is due the creditor, and all just and lawful offsets, payments, and credits have been allowed.
5. The above-referenced sum continues to grow each day not paid with interest at the highest rate allowed by law, reasonable attorney's fees and all costs of collection.

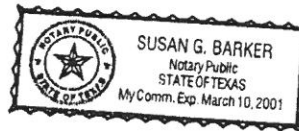
Further the Affiant sayeth not."


N. J. Lucas, President of Greenway
Townhouse Association, Inc., Affiant

SUBSCRIBED AND SWORN TO before me by the said N. J. Lucas, President of Greenway Townhouse Association, Inc., Affiant, on this the 16 day of July, 1997, to certify which witness my hand and seal of office.


Sue Carrall

Robert Vackarill


Notary Public, State of Texas
Susan G. Barker
Printed Name
My Commission Expires: 3-10-2001



"Exhibit A" to Affidavit of N. J. Lucas, President of Greenway Townhouse Association, Inc., affiant, dated July 17, 1995.

Units B1, B2, B3, B4, B5, B6, and C1, C2, C3, C4, C5, including the "common area" out of Lot thirty four (34), Block two (2), Greenway Gardens Townhouses, Corpus Christi, Nueces County, Texas, according to map or plat recorded in Volume 47, Page 32, Map Records of Nueces County, Texas.