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THE STATE OF TEXAS

COUNTY OF MURCES 5

PROTICTIVE COVENANTS AND LANDOWNERS' AGREEMENT PADRE ISLAND - CORPUS CHRISTI POINT RECORD GNIT 1

Padre Island Investment Surportion, a fexas corporation, hereins(ter called "Owner", in the owner of the surface caute is and to the following described property situated in Nucles County, Texas, to-wit:

Padre Island - Corgue Christi, Foiot Tesuro Unit 1, a subdivision of Padre Island, Nueces County, Texas, as shown by hap or pist thereof recorded to Volume ____, pages _____and ___, Mag Records of Nueces County, lexas, reference to which is here nude, hereinsfter referred to as the "addition" or "subdivision";

subject to that certain lies is favor of Corpus Caristi State Mational Bank, which joins herein for the sole purpose of acknowledging, ratifying and approving the covenants and restrictions hereinafter set forth.

Owner has subdivided said addition into lots and blocks with intervening streets, beentification ureas, canals and currents, for the construction, operation and maintenance of streets, beautification areas, canals, utilities, drainage familities and easements and Evner has dedicated said streets, beautification areas and currents, as set forth on the above described may or plat.

1. SCOPE OF FESTRICITIONS

1. For the purpose of creating and carrying out a uniform plan for the improvement and sale of anid addition, as a high-quality, marine type subdivision, to be constructed by Owner on its property siturated on Takir Island, Nuscos County, Takins, being the property described in dred into Owner dated July 5, 1965, recorded in Volume 1097, page 367, Musces County Data Records, reference to which is here made, which property is hereinsfler referred to as the "Pairo Island-Corpus Christi Project", or simply as "Padre Island-Corpus Christi", the following recordations, conditions and use limitations are hereby established, anopted and impraced upon each lot in suid edicition as shown by said map or plat thereof, save and except Tract A, situated in the southeast corner of the subdivision.

2. The restrictions, conditions and use limitations hereinafter act forth shall constitute covenants running with the land, shall be binding upon and inure to the benefit of Owner, its successors and assigns, and upon all persons acquiring property in suid midition, whether by purchase, descant, device, gift or otherwise, and each person, by the accoptance of title to any lot out of such addition, phall agree and coveriant to ablae by and perform the terms, conditions, resprictions and acvenants as ant forth herein. Such restrictions, conditions and upe limitations shall be made a part of opch contract and/or deed executed by or bo behalf of Owner conveying any lot by reference to the place of record of this instrument and by acceptance thereof, the grantee, and all persons claiming under hin, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all the terms, conditions and restrictions set out fo this instrument. In the even, however, of the failure of any contract and/or deed to any lot in said addition to refer to this instrument, this instrument shall nevertheless be considered. a part thereof, and any conveyance of such lot shall be construed to be subject to the terms of this instrument.

II. DEFINITIONS

h. A "lot" as used herein, shall be interpreted to near a residential inflating site.

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2. A "corner lot" is a lot which abute more than one street. May lot, except a corner lot, shall be deemed to front the street upon which it abute. A corner lot shall be deemed to front on the street on which it has the smallest dimension.

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3. A "canal lot" is a lot which abuts a canal.

4. An "interior lot" is a lot which does not abut a canal.

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5. A "canal" is a waterway.

5. A "bulkheed line" is that line along which a rateining structure (bulkheed) is installed for the purpose of maintaining shore and canal protection, as shown on the plat of the subdivision.

7. The "restricted building area" is that portion of s int lying between the restrictive building line and the bulkheed line of such let, as shown on the plat of the subcivition.

3. The "water building area" is that portion of a lot lying between the $\frac{11}{12}$ -head line and the water building line of such lot, as shown on the plat of the subdivision.

9. 4 "monoring area" is that particu of a canal abutting a canal int and feeignuted as such on the plat of such subdivision within which limited meaning facilities may be constructed as set forth in paragraph 3 of Part 19, below.

10. A "navigation channel" is that portion of each waterway or conel lying between the water building lines with respect to canels dusting blocks 5, 5, 7, 8, 9 and 10 and that portion of each waterway or catal lying outside of the mooring area with respect to causis abutting Block 1 and Tract A. Absolutely no distructions are permitted in any navigation channel.

11. 4 "ranel easement" it an ownement designated as such on the plat of such sublivition, which easement may be used by Owner, its successors and essigne, for the construction, maintenance and/or installation of canals and bulkheads. That portion of each canal lot lying between the bulkhead line and the year property line is subject to a canal casement.

12. A "street" is any road, street, avenue, court, circle, lane, boulovard, way or drive, designated as such on the plot of such subdivision.

13. A "utility extenset" is any easement designated as such on the plat of such cubdivision. Such easement may be used for the construction, maintenance and/or installation of any and all utilities, serves, telephone and water drainage familities (surface and subsurface) unless the casement is designated for a specific tast the recorded plat of the subdivision, to which event such easement may be used only for the purpose designated on such plat.

ITT. ARCHITZOTURAL CONTROL

1. The Architectural Control Committee, hereinofter called "the Committee", is composed of three (3) achieve. The initial members, each of whom aball serve until his successor is named as provided herein, ars:

a. Den D. Karks, 1004 The 600 Building, Corpus Christi, Peras, 78401.

Bobert Marks, 2001 South Staples, Corpus Christi, Toxas, 78404.

o. William Whittet, SRI North Tangalua, Corpus Christi, Texas, 78401.

A majority of the Committee may designate a representative to act for it. In the event of the facth or resignation of any number of the Committee, the remaining member shall have full authority to dasignate and appoint a successor. No assume the Committee, ar his designated representative, shall be ensitted to any compensation for services performed becounder. At any time, the record General of

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a majority of the lats or tracts into which Fadre Taland-Corpus Christi shall then be subdivided shull have the power to change the membership of the Committee, to withdraw powers and duties from the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recondution of a written instrument property reflecting sume.

2. No building, structure or improvement of any nature shell be erected, glaced, or altered on any lot until the construction plans and specifications and a glab showing the location of such building, structure or improvement have been approved by the Committee as to quality of workmanship and interfals, harmony of enternal design with existing structures and as to location with respect to topography and finish grade elevation and beeting the other standards set forth in this functions. In addition, no subtantial change in the originally approved of the grand elevation of any lot shall be used without the prior written approval of the form itsee.

3. Final plans and specifications shell be submitted in duplicate to the Constitue for approval or disapproval. At such time us the plans and specifications meet the approval of the Constitue, one complete set of plans and specifications will be relained by the Constitue and the other complete set of plans will be marked "Approved", and returned to the lat owner. Any mudification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and specorel.

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

5. The Schmittee shall have the right and sutherity to vaive, modify, alter, change or approve any covenant, term, condition or restriction where, in the spinion of the Committee, such change is noneusary or required for the sivartage and bost appearance of the subdivision, in the following particulars, to-wit:

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

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

6. The Committee shall have the enthantity to make final descisions in intempreting the general intent, effect and purpose of these restrictions.

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 Except as set forth in paragraph 1 of Part I. all lots in said subdivision shall be used for single family dwollings, and for an other purpose.

2. No lot, as presently platted, may be further suprivided into smaller lots or tracts.

3. We structure or obstruction of any nature whatsoever shall be constructed or allowed of, is or under any mavigation channel. Docks, piers and mooring posts may be constructed within the mooring area only after the size, design and piecement of such have been approved in writing by the Committee and the Trustee, its successors and assigne, as provided in Part VI, below.

A. All buildings and other improvements placed on any of said lots shall be nowly errorbed on said lot and no second-hand or used buildings or other improvements shall be neved onto any of said lots, and no need or second-hand materials

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may be used in the exterior of such improvements unless specifically approved in anyance, in writing, by the Committee.

5. No commercial, trude or business activity of any nature shall be carried on upon any lot, nor shall anything be done theroon which may be or because an annoyence or nuisance to the neighborhood. No cuttle, hogs, poultry, horses, or other animals may be kept on any part of the subdivision, except that this paragraph shall not preclude the kept on got pets or animals other than the above mentioned such as are ordinarily kept as pets in residential subdivisions provided they are not kept or bred for any commercial purposes.

6. No cutaide toilet will be permitted, and no installation of any kind for disposal of savage shall be allowed which would result in raw or untreated savage being carried into water bodies, except as may be approved by the proper state and local authorities. No septic tank or other means of savage disposal may be installed unless approved by the proper subtorities having jurisdiction with respect thereto (including, but not limited to, the Health Department of Namesu County, Texas, and the State of Texas). The drainage of septic tanks into any road, street, alley or public ditch, either directly or indirectly, is strictly prohibited.

7. No oil drilling, oil development operations, oil storage, oil refining, suarrying or mining operations of any kind shall be conducted upon any lot by Owner or its encousants in interest.

B. Go sign of any kind shall be displayed to the public view except one professional sign of not more than five square feet advartising the property for sale, or signs used by a tuilder to advertise the property during the construction and sales period.

9. No structure of a temporary character, nor any trailer, basement, Lent, shack, garage, barn or other outbuilding, or any part thereof, shall be used as a residence or dwelling, either temporarily or personality. Garages and outbuildings that are appurtenant to a residence may be created as each building site upon which a main dwelling has been protected.

10. House trailers, buses, brucks or similar vehicles, shall be purked only as and where approved by the Committee.

11. No lot stall be used or maintained as a dumping ground for relation or trash.

12. No building material of any kind or obstatter shall be placed or stored upon any lot until the owner is ready to commonce improvements, and then such muterial shall be placed within the property lines of the building site upon which the improvements are to be erected and shall not be placed in the streets or between the readted and property line.

13. Garbage shall be kept in containers. Buch containers shall be kept in a clean and sanitary condition and shall be stored 50 as not to be seen from a street or caual.

14. No garage or outbuilding spartments for rental surposes will be permitted on any lot. All living quarters on the property, other than the main tuilding, are to be for the bonn fide use of the owner's or occupant's immediate family or segments only.

15. We alotheslines may be placed where they would be visible either from a street or canal. Such elotheslines must be enclosed by a hedge or other type scremning enclosure as may be approved by the Committee as a part of the plans for the improvements to be located on the property.

16. No radie or television acrial or may vires shall be maintained on any portion of any lot forward of the front building line of the respective main building.

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17. Construction must begin within three (3) months after the approval of the plan by the Committee. Completion of such improvements must take no longer than mine (9) months from the start of construction, wiless delayed for some reason beyond owner's control, in which event the Committee may extend the foregoing time limits.

V. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

1. Facing: All improvements on any lot shall be constructed so as to face the circet upon which such lot fronts, as specified in paragraph 2 of Pert II, or as approved by the Committee. Improvements placed on corner lots may face as approved by the Committee.

2. Minimum Floor Aross: No dwelling shall be permitted on any lot within the subdivision unless the floor aros of the enclosed main dwelling, exclusive of porches, garages, whether attached or detached, breezeways, paties or other appendages, complies with the following requirements:

g. The eres of the enclosed main dwelling of any one-story single family realfance must contain not lass than 1,000 square fast;

 The first floor area of the enclosed main excling of any twostory single family residence must contain not less than 800 square foct;

3. Soundations: Any foundation or structure constructed or installed within the restricted building area must be pile supported, or supported in some memory as may be approved by the Committee, so that no additional stress or head shall be placed upor the buildness. The foundation of any structure situated between the front building line and the buildness line must be enclosed at the perimeter with mascary or wood construction which is in hurmony with the remainder of the main dwalling.

4. Structures Located Wilbin Water Building Area: Any structure to be constructed or installed within the water building area must be pile supported and must comply with the following:

- 6. All structures, except vertical pilings, stops, docky and other similar structures which may be approved by the Committee rust have a minimum vertical clearance of eight feet (6) above mean see level.
- 5. Any piling extenting above the level of the top of any bulkhead must be of reinforced concrete acceptable to the Committee, or, if would or other type piling is used, it must be enclosed at the perimeter in secondance with peragraph 3 of this Part V.

5. Exterior Walls: The design of and natorials used in the exterior walls and surface areas of the main structure and any outbuildings constructed on any lot must be in keeping with the general architectural design of the main dwelling and other structures in the subdivision and must extend to the ground. Asbestos may be used only as approved by the Committee.

5. Hoof: The pitch of the roof of all structures constructed on any lot must be approved by the Committee.

7. Fences or Walls: The design and location of all facess and wells shall be subject to approval by the Committee.

S. Building Lines: No building shall be created on any lot or lots in said subdivision in front of the front building line shows on the map of said subdivision nor farther away from the street lot line than is determined to be in hermony with existing structures by the Committee. However, garages which open toward the street shall be constructed at a minimum distance of twenty fact (201) from the

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street lot line as as to provide driveway parking on the lot. There shall be no minimum side lot building line, except that the total width of the side yards (or yard) shall not be less than ten fact (10¹). That portion of any wall situated nearer than five fact (5¹) from a side lot line shall have no windows from the beight of the original grade level of the lot to a beight of ten feet (10¹), and such wall shall most the requirements for fireproof construction as set forth in the Josthern Standard Building Code.

9. Design and Quality: All improvements constructed shall be of a design and quality of construction to comply with the furricano design requirements of the Southern Standard Building Code no as not to cause undue hezard to neighboring structures.

10. Upkcop: The purchaser of property is said subbivision shall keep the veeds and of the perticular property owned by him and shall not permit the accumulation of trash, rubbish or other ossightly articles on the premises, or in any essence or strest churting the same. The area in all the streets between the proment and the property line shall at all times be kept close, and free of unsightly obstacles. Other shall have the privilege of having said the sleaned to comply with the above and any reasonable argonate incurred in doing the same shall be paid by the owner of the respective lot or lots.

VI. LANDOWTERS' AGREEMENT

Is order to provide for the common use, enjoyment, benefit and maintenance of the canals (including the concrete bulkbeads slong such canals), parks, beautification areas, streets and other common areas within Fadre Island-Corpus Christi (hereinsiter referred to as "common areas") and for the preservation of a marine type community of the highest quality, dwner, for the benefit of itself and each successor owner of a lot or parcel out of such sublivision, hereby binds itself, its theight and each successor owner, as follows:

1. At such time as any of the common areas in Padre Island-Corpos Christi have been improved and use not being maintained by Succes County, a city, or other type of taxing subbority within which such addition is located, Owner shall county such common uses to Faure Island Experiment Corporation. Tractee, horeinafter called "Trustee", which shall have such supervisory authority to provide for the proper maintenance of the common areas so may be appropriate to such subdivision for Trustee shall not be lightly to a solution of maintenant is such subdivision for any damage, claim or expense for the manner in which said common areas are maintained and repaired, or for failure to maintain or repair said common areas.

2. In order to provide a fund for the proper maintenance of such common . arran, hereitafter called "Maintenance Fund", there is hereby imposed upon each could let in the subdivision an annual maintenance charge which shall not exceed two cents (2ϕ) per square foot of such let, and there is hereby imposed upon each interfor let in the subdivision an annual maintenance charge which shall not exceed two cents (1ϕ) per square foot of such let, and there is hereby imposed upon each interfor let in the subdivision an annual maintenance charge which shall not exceed end end (1 ϕ) per square foot of such let. Such maintenance charge which shall be determined annually by the Tructor based upon the projected cost of maintening such common meas; however, an maintenance charge shall be assessed by Tructee until some portion of the concer state has been improved. Once ansessed by the Tructee, one-twelfth (1/12) of such maintenance charge shall be payable methly, in advance, on the first day of each month, by each homeficial busies of a lot in the subdivision. The maintenance charge hall not apply to Owner, or both the record and beneficial title.

3. Nother Owner for Trustee Small be liable or responsible to any person or persons for failure or inshilling to collect the maintenance charge or any part thereof from any person or persons.

4. The Maintenance, Fund may be pooled, marged or concluded with the pulatepance funds of other portions of the Padre Island-Corpus Christi Project an develuped by Owner, provided the late and/or owners of lots in such other particles of such Fudre Island-Corpus Christi Project are subject to a maintenance charge, lice and administrative provisions subgravitally the same as set forth in this Part VI.

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Such peoled maintenance rund may be expended by the frastee for the general benefit and common good of the various sections or units of Padre Island-Corpus Christi psying into such fund, without regard to the amount collected from each rection or portion. Traster may use such funds, or any part thereof, for safety and/or recreational projects and for developing. improving and maintuining any and all of the common areas which the owners and/or occurants of lots in any of the sould are as which the owners and/or occurants of lots in any of the sould are or portions of Padre Island-Corpus Christi may be privileged or shall have the right to use, regardless of who may own alth common areas and regardless of their locotion within the entire Fadre Island-Corpus Christi Project. It is agress and understood that the judgment of the Trustee, as contodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or ony part illereof, shall be binding, final and conclusive upon all parties in interest. Trustee shall receive a compensation for arting us custodian and administrator of said Maintenance Fund.

5. The payment of the muintenance charge bereby imposed shall be secured by an express lien in favor of Trustee, as controlian and administrator of the Maintemance Fund, which lies is placed and imposed upon each lot in the subdivision sub-. just to such charge. There is hereby granted unto the Trustee an express lice against each lot or parcel of the sublivision to secure all obligations of the coner or comers of said lot in percel imposed upon such coner, or lot, under the provisions hereof. Said lies may be forceleved in the same menner as a render's lien, without prejudice, however, to any other rights, powers or names of action which the holder of said lies may have egainst any party who is then or who has theretofore been the owner of the property affected thereby. Said lies and all other provisions of this agreement shall be secondary and subordinate, however, to any lient, deeds of trust and choundrances whatspever given to secure the purchase price of the lat or any part thereof, or given to any bark, savings and lean associstion, insurance company, trust company, fratornal benefit organization, or corporation with banking or related powers, lawfully londing money for the purpose of making repairs or constructing dwellings or any other improvements wholsoever on any portion of such lot, or acquiring any note or other originate and indubtedness provide by make for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which such loar was made, or indebtoduess incurred, or as to whether the lien berein granted is subordinate to any lies or deed of trust gives for the purpose of securing any such mortgage or indebtedness, such londer or party ecquiring such indebtedness may rely conclusively upon the written statement of the Trustee, with respect thereby. The iristee may release or superdinate said lien and any other provisions of this agreement, in whole or in part, with respect to any lot or lots, should it deem it advisable, for any reason whilsnever, without affecting said lies incofar as it applies to any other let or lots in the subdivision.

Nithout diminishing the personal obligations of any owner for any sum imposed under the terms hereof, the lier horeby granted then any lot shall not secure any sum in excess of the lesser of the following accurts:

a. The unpoid assessments made under the terms hereof for the four years next proceding the date that such lien is sought to be asserted or forenlised; or

b. The sum of One Thousand Dollars (\$1,000.00).

6. Any person nonligently or willfully demaging or destroying all or any portion of the common areas, including the bulkheads and the backs, shall be responsible to the Trustee for darages, and the Trustee shall use any funds collected by claim, lewauit or settlement agreement growing out of such demage or destruction, to repair such damage or destruction, to the extent of such funds.

7. Prostor shall have, and it is haroby grauted, the full right, power and authority to convey all of its right, title and interests in end to the common areas and the Maintenance Fund as well as all of its powers, rights, linne, responsibilities, duties and authority under the terms of this Part VI to: (a) a nonprofit corporation, or other organization, formed by Owner for the purpose of maintaining the common areas in any portion of the Fadre Ruland-Corpus Christil Project; or (b) a public or quasi-public corporation or mating with the power to tax such as a sity, funces County or a public district having such powers.

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 All references to "Trastee" in this Part VI shall apply with equal force and effect to any successor in interest to Trustee, as provided in paragraph [of this Part VI.

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VII. DURATION

The restrictions and covenants herein set forth shall continue and be biniing upon Cuner, its successors and assigns, for a period of thirty-five (35) years from this date. At the expiration of said term of thirty-five (35) years the restrictions and covenuits herein set out shall subcastically be extended for an additional ten (10) year period and for successive periods of ten (10) years thereafter, unless dute the sublified of revised as hereinsflor provided. After the expiration of thirty-five (35) years from the tate of this instrument, the secenof a majority of the lets in this subdivision, may create and acknowledge an agreement is writing terminating or revising these restrictions and covenants and file the same in the Office of the County Clark of Hueces County, Texas, or in such affice as conveyances of real estate may be required to be filed, at such time, thereinger these restrictions and of o further force and effect, or shall be modified or revised as such instrument and do for the force and effect, or shall be modified or revised as such instrument and in the force and effect, or shall be modified or revised as such instrument and different.

VIII, ANNONNYT

At any time the owners of the legal title to 51% of the lots in such subdivision (so shown by the records of Wheres County, Texas) may amend the restrictions, comments, conditions, and notrees set forth herein by filing an instrument comtaining such emendment in the Office of the County Clerk of Nucces County, Texas, except that, prior to the expiration of fifteen (15) years from date hereof, no such amendment shall be valid or effective without the joinder of Dever, its puccessore or assigns.

IX. ENFORCEMENT

The restrictions, conditions and use limitations herein get forth shall be binding upon Owner, its successors and assigns, and all parties claiming by, through, or under them and all subsequent ewners of each lot, each of whom shall be obligated and bound to observe such restrictions, conditions and use limitations, provided, however, that no such persons shall be liable except in respect to breaches committed during his on their momenship of usid lot. The violation of any such restriction, condition or use limitation, shall got operate to invalidate any mortgage, deed of trust, or other lies acquired and hold in good faith against said lot or any part thereor, but such liens ruy be enforced sesingt any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations berein mentioned. Owner, or the owners of any lot in this addition, or Trustee, its successore and assigns, shall have the right to enforce ob-servance or performence of the provisions of this instrument. If any person or persons violates or attempte to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for any person or persons owning any let out of said addition to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to correct such violation, or to recover damages, or to obthis such other relief for such violations as then may be legally available.

X. SEVIRASILITY

Invalidation of any of the terms, provisions or covenants contained in this instrument by judgment or court order shall now in any way affect any of the other terms, provisions or covenants set forth in this instrument which shall remain in full force and effect.

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ALL 100 MALL 152 XI. ENDICAT: This instrument of dedication relates to and afforts only the whole described property, and shall not affect why other property. EVALUTED this 12th day of MAT PADER ISLAND LEVESTMENT CORPORATION Ber L. Marks, Presider R SD IN 211.21 THE CORFUE OFFICIE STATE PARIONAL BANK 750445 C.ASHEE THE STATE OF TEXAS 1 COUNTY OF MIRCES DEFORE MR, the undersigned authority, on this day personally appeared BEZ D. MARKS, known to me to be the person whose name is subscribed to the fore going instrument as President of PACHE ISLAND INVESTMENT CORPORATION, & corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed or said curporation. GIVEN UNDER AN HAND AND SEAL OF OFFICE this the -12^{12} day of 1959. 1 Ocally for Notary Public Teras. SANDY CONLEY Notify Buttle, In and for Numers County, T THE FALATE OF TEXAS COUNTY OF MUSCES FFORM ME, the universided authority, or this day personally appeared Becking the and addressed addressed on the person shows nome is Bub-soribei to the "pregning instrument as <u>C. Micr. Micr. Red</u> of ULPOS CHRESTI STATE MATTORIAL BANK, a comportation, and addressed do no that he over suter the same for the purposes and consideration therein expressed, in the repacity stated, and as lie act and deed of sold corporation. GIVEN UNDER MY HARD AND STAL OF OPPICE this the _ day of 1069. Public in and for Rusces County, Notary Техав. GRANTIN LENKEN Billely Fullic, in any for Husess County, Tass-DEED RECORDS -ve.1327 mc425

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PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT PADRE ISLAND - CORPUS CHRISTI POINT TESCEO UNIT 1

Padre Island Investment Corporation, a Texas corporation, hereinafter called "Owner", is the owner of the surface estate in and to the following described property situated in Nueces County, Texas, to-wit:

Padre Island - Corpus Christi, Point Tesoro Unit 1, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume <u>34</u>, pages <u>145</u> and <u>144</u>. Map Records of Nueces County, Texas, reference to which is here made, hereinafter referred to as the "addition" or "subdivision";

subject to that certain lien in favor of Corpus Christi State National Bank, which joins herein for the sole purpose of acknowledging, ratifying and approving the covenants and restrictions hereinafter set forth.

Owner has subdivided said addition into lots and blocks with intervening streets, beautification areas, canels and easements, for the construction, operation and maintenance of streets, beautification areas, canals, utilities, drainage facilities and easements and Owner has dedicated said streets, beautification areas and easements, as set forth on the above described map or plat.

I. SCOPE OF RESIRICTIONS

1. For the purpose of creating and carrying out a uniform plan for the improvement and sele of said addition, as a high-quality, marina type subdivision, to be constructed by Owner on its property situated on Padre Island, Nueces County, Texas, being the property described in deed into Owner dated July 5, 1965, recorded in Volume 1067, page 367, Nueces County Deed Records, reference to which is here make, which property is hereinafter referred to as the "Padre Island-Corpus Christi Project", or simply as "Padre Island-Corpus Christi", the following restrictions, conditions and use limitations are hereby established, adopted and imposed upon each lot in said addition as shown by said map or plat thereof, save and except Tract A, situated in the southeast corner of the sub-

2. The restrictions, conditions and use limitations hereinafter set forth shall constitute covenants running with the land, shall be binding upon and inure to the benefit of Owner, its successors and assigns, and upon all persons acquiring property in said addition, whether by purchase, descent, devise, gift or otherwise, and each person, by the acceptance of title to any lot out of such addition, shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants as set forth herein. Such restrictions, conditions and use limitations shall be made a part of each contract and/or deed executed by or on behalf of Owner conveying any lot by reference to the place of record of this instrument and by acceptance thereof, the grantee, and all persons claiming under him, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all the terms, conditions and restrictions set out in this instrument. In the event, however, of the failure of any contract and/or deed to any lot in said addition to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such lot shall be construed to be subject to the terms of this instrument.

II. DEFLETTORS

1. A "lot" as used herein, shall be interpreted to mean a residential building site.

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2. A "corner lot" is a lot which abuts more than one street. Any lot, except a corner lot, shall be deemed to front the street upon which it abuts. A corner lot shall be deemed to front on the street on which it has the smallest dimension.

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3. A "canel lot" is a lot which stuts a canal.

4. An "interior lot" is a lot which does not abut a canal.

5. A "canal" is a waterway.

6. A "bulkhead line" is that line along which a retaining structure (bulkhead) is installed for the purpose of maintaining shore and canal protection, as shown on the plat of the subdivision.

7. The "restricted building area" is that portion of a lot lying between the restrictive building line and the bulkhead line of such lot, as shown on the plat of the subdivision.

8. The "water building area" is that portion of a lot lying between the bulkhead line and the water building line of such lot, as shown on the plat of the subdivision.

9. A "mooring area" is that portion of a canal abutting a canal lot and designated as such on the plat of such subdivision within which limited mooring facilities may be constructed as set forth in paragraph 3 of Part IV, below.

10. A "navigation channel" is that portion of each waterway or canal lying between the water building lines with respect to canals abutting Blocks 5, 6, 7, 8, 9 and 10 and that portion of each waterway or canal lying outside of the mooring area with respect to canals abutting Block 1 and Tract A. Absolutely no obstructions are permitted in any navigation channel.

11. A "canal essement" is an easement designated as such on the plat of such subdivision, which easement may be used by Owner, its successors and assigns, for the construction, maintenance and/or installation of canals and bulkheads. That portion of each canal lot lying between the bulkhead line and the rear property line is subject to a canal easement.

12. A "street" is any road, street, avenue, court, circle, lane, boulevard, way or drive, designated as such on the plat of such subdivision.

13. A "utility easement" is any easement designated as such on the plat of such subdivision. Such easement may be used for the construction, maintenance and/or installation of any and all utilities, sewage, telephone and water drainage facilities (surface and subsurface) unless the easement is designated for a specific use on the recorded plat of the sublivision, in which event such easement may be used only for the purpose designated on such plat.

III. ARCHITECTURAL CONTROL

1. The Architectural Control Committee, hereinafter called "the Committee", is composed of three (3) members. The initial members, each of whom shall serve until his successor is named as provided herein, are:

- a. Ben D. Marks, 1004 The 600 Building, Corpus Christi, Texas, 78401,
- b. Robert Marks, 2001 South Steples, Corpus Christi, Texas, 78404.

c. William Whittet, 823 North Tancahus, Corpus Christi, Texas, 78401.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining member shall have full authority to designate and appoint a successor. No member of the Committee, or his designated representative, shall be entitled to any compensation for services performed hereunder. At any time, the record owners of

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a majority of the lots or tracts into which Padre Island-Corpus Christi shall then be subdivided shall have the power to change the membership of the Committee, to withdraw powers and duties from the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument properly reflecting same.

MU1.97 2. No building, structure or improvement of any nature shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of such building, structure or improvement have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and meeting the other standards set forth in this instrument. In addition, no substantial change in the originally approved finish grade elevation of any lot shall be made without the prior written approval of the Committee.

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

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

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

- E. Change all restrictions in conflict where one lot and all or a portion of other contiguous lots are being used together for the purpose of building a residence.
- b. Modify these restrictions in the case of lots which are unusual in size, or which are of an unusual or irregular shape, where such change is deemed best for the advantage or best appearance of the immediate community.

6. The Committee shall have the authority to make final descisions in interpreting the general intent, effect and purpose of these restrictions.

IV. GENERAL LAND USE

1. Except as set forth in paragraph 1 of Part I, all lots in said subdivision shall be used for single family dwellings, and for no other purpose.

2. No lot, as presently platted, may be further subdivided into smaller lots or tracts.

3. No structure or obstruction of any nature whatsoever shall be constructed or allowed on, in or under any navigation channel. Docks, piers and mooring posts may be constructed within the mooring area only after the size, design and placement of such have been approved in writing by the Committee and the Trustee, its successors and assigns, as provided in Part VI, below.

1. All buildings and other improvements placed on any of said lots shall be newly erected on said lot and no second-hand or used buildings or other improvements shell be moved onto any of said lots, and no used or second-hand materials

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may be used in the exterior of such improvements unless specifically approved in advance, in writing, by the Committee.

5. No commercial, trade or business activity of any nature shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoy ance or nuisance to the neighborhood. No cattle, hogs, poultry, horses, or other animals may be kept on any part of the subdivision, except that this paragraph shall not preclude the keeping of pets or mnimals other than the above montioned such as are ordinarily kept as pets in residential subdivisions provided they are not kept or bred for any commercial purposes.

6. No outside toilet will be permitted, and no instellation of any kind for is disposel of sewage shall be allowed which would result in raw or untreated sewage being carried into water bodies, except as may be approved by the proper state and local authorities. No septic tank or other means of sewage disposal may be installed unless approved by the proper authorities having jurisdiction with respect thereto (including, but not limited to, the fealth Department of Nucces County, Texas, and the State of Texas). The drainage of septic tanks into any road, street, alley or public ditch, either directly or indirectly, is strictly prohibited.

7. No oil drilling, oil development operations, oil storage, oil refining, quarrying or mining operations of any kind shall be conducted upon any lot by Owner or its successors in interest.

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

9. No structure of a temporary character, nor any trailer, basement, tent, shack, garage, barn or other outbuilding, or any part thereof, shall be used as a residence or cwelling, either temporarily or permanently. Garages and outbuildings that are appurtement to a residence may be erected on each building site upon which a main dwelling has been erected.

10. House trailers, buses, trucks or similar vehicles, shall be parked only as and where approved by the Committee.

11. No lot shall be used or maintained as a dumping ground for rubbish or trash.

12. No building material of any kind or character shall be placed or stored upon any lot until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the building site upon which the improvements are to be erected and shall not be placed in the streets or between the roadbed and property line.

13. Carbage shall be kept in sanitary containers. Such containers shall be kept in a clean and sanitary condition and shall be stored so as not to be seen from a street or canal.

14. No garage or outbuilding apartments for rental purposes will be permitted on any lot. All living quarters on the property, other than the main building, are to be for the bona fide use of the owner's or occupant's immediate family or servants only.

15. No clotheslines may be placed where they would be visible either from a street or canal. Such clotheslines must be enclosed by a hedge or other type screening enclosure as may be approved by the Committee as a part of the plans for the improvements to be located on the property.

16. No radio or television aerial or guy wires shall be maintained on any portion of any lot forward of the front building line of the respective main building.

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17. Construction must begin within three (3) months after the approval of the plan by the Committee. Completion of such improvements must take no longer than nine (9) months from the start of construction, unless delayed for some reason beyond owner's control, in which event the Committee may extend the foregoing time ์ เร limits.

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V. SIZE, DEGIGN AND PLACEMENT OF IMPROVEMENTS

1. Facing: All improvements on any lot shall be constructed so is to face the street upon which such lot fronts, as specified in paragraph 2 of Part II, or as approved by the Committee. Improvements placed on corner lots may face as approved by the Committee.

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2. Minimum Floor Areas: No dwelling shall be permitted on any lot within the subdivision unless the floor area of the enclosed main dwolling, exclusive of perches, garages, whether attached or detached, breezeways, patios or other appeadages, complies with the following requirements:

- a. The area of the enclosed main dwelling of any one-story single family residence must contain not loss than 1,000 square feet;
- b. The first floor area of the enclosed main cwelling of any twostory single family residence must contain not less than 800 square feet;

3. Foundations: Any foundation or structure constructed or installed within the restricted building area must be pile supported, or supported in some manner as may be approved by the Committee, so that no additional stress or load shall be placed upon the bulkhead. The foundation of any structure situated between the front building line and the bulkhead line must be enclosed at the perimeter with masonry or wood construction which is in harmony with the remainder of the main dwelling.

4. Structures Located Within Water Building Area: Any structure to be constructed or installed within the veter building area must be pile supported and must comply with the following:

- a. All structures, except vertical pilings, steps, docks and other similar structures which may be approved by the Committee must have a minimum vertical clearance of eight feet (8') above mean sea level.
- b. Any piling extending above the level of the top of any bulkhead must be of reinforced concrete acceptable to the Committee, or, if wood or other type piling is used, it must be enclosed at the perimeter in accordance with paragraph 3 cf this Part V.

5. Exterior Walls: The design of and materials used in the exterior walls and surface areas of the main structure and any outbuildings constructed on any lot must be in keeping with the general architectural design of the main dwelling and other structures in the subdivision and must extend to the ground. Asbestos may be used only as approved by the Committee.

6. Roof: The pitch of the roof of all structures constructed on any lot must be approved by the Committee.

7. Fences or Walls: The design and location of all fences and walls shall be subject to approval by the Committee.

8. Building Lines: No building shall be crected on any lot or lots in said subdivision in front of the front building line shown on the map of said subdivision nor farther away from the street lot line than is determined to be in harmony with existing structures by the Committee. However, garages which open toward the street shall be constructed at a minimum distance of eventy feet (20') from the

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street lot line so as to provide driveway parking on the lot. There shall be no minimum side lot building line, except that the total width of the side yards (or yard) shall not be less than ten feet (10'). That portion of any wall situated hearer than five feet (5') from a side lot line shall have no windows from the height of the original grade level of the lot to a height of ten feet (10'), and such wall shall meet the requirements for fireproof construction as set forth in the Southern Standard Building Code.

9. Design and Quality: All improvements constructed shall be of a design and quality of construction to comply with the hurricane design requirements of the Southern Standard Building Code so as not to cause undue hazard to neighboring structures.

10. Upkeep: The purchaser of property in said subdivision shall keep the weeds out of the particular property owned by him and shall not permit the accumulation of trash, rubbish or other unsightly articles on the premises, or in any easement or street abutting the same. The area in all the streets between the pavement and the property line shall at all times be kept clean and free of unsightly obstacles. Owner shall have the privilege of having said lots cleaned to comply with the above and any reasonable expense incurred in doing the same shall be paid by the owner of the respective lot or lots.

VI. LANDOWNERS' AGREEMENT

In order to provide for the common use, enjoyment, benefit and maintenance of the canals (including the concrete bulkheads along such canals), parks, beautification areas, streets and other common areas within Padre Island-Corpus Christi (hereinafter referred to as "common areas") and for the preservation of a marina type community of the highest quality, Owner, for the benefit of itself and each successor owner of a lot or parcel out of such subdivision, hereby binds itself, its assigns and each successor owner, as follows:

1. At such time as any of the common areas in Fadre Island-Corpus Christi have been improved and are not being maintained by Nueces County, a city, or other type of taxing authority within which such addition is located, Owner shall convey such common areas to Padre Island Investment Corporation, Trustee, hereinafter called "Trustee", which shall have such supervisory authority to provide for the groper maintenance of the common areas as may be appropriate to such subdivision. Trustee shall not be liable to an owner of any interest in such subdivision for any damage, claim or expense for the manner in which said common areas are maintained and repaired, or for failure to maintain or repair said common areas.

2. In order to provide a fund for the proper maintenance of such common areas, hereinafter called "Maintenance Fund", there is hereby imposed upon each canal lot in the subdivision an annual maintenance charge which shall not exceed two cents (2ψ) per square foot of such lot, and there is hereby imposed upon each interior lot in the subdivision an annual maintenance charge which shall not exceed one cent (1ψ) per square foot of such lot. Such maintenance charge shall be determined annually by the Trustee based upon the projected cost of maintaining such common areas; however, no maintenance charge shall be assessed by Trustee until some portion of the common areas has been improved. Once assessed by the Trustee, one-twelfth (1/12) of such maintenance charge shall be payable monthly, in advance, on the first day of each month, by each beneficial owner of a lot in such subdivision. The maintenance charge hereby imposed shall not apply to Owner, or to lots to which Owner owns both the record and beneficial title.

3. Neither Owner nor Trustee shall be liable or responsible to any person or persons for failure or inability to collect the maintenance charge or any part thereof from any person or persons.

4. The Maintenance Fund may be pooled, merged or combined with the maintenance funds of other portions of the Padre Island-Corpus Christi Project as developed by Owner, provided the lots and/or owners of lots in such other portions of such Padre Island-Corpus Christi Project are subject to a maintenance charge, lien and administrative provisions substantially the same as set forth in this Part VI.

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Such pooled maintenance fund may be expended by the Trustee for the general benefit and common good of the various sections or units of Fadre Island-Corpus Christi paying into such fund, vithout regard to the amount collected from each section or portion. Trustee may use such funds, or any part thereof, for safety and/or recreational projects end for developing, improving and maintaining any and all of the common areas which the owners and/or occupants of lots in any of the sections or portions of Padre Island-Corpus Christi may be privileged or shall have the right to use, regardless of who may own such common areas and regardless of their location within the entire Padre Island-Corpus Christi Project. It is agreed and understood that the judgment of the Trustee, an custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest. Trustee shall receive no compensation for acting as custodian and administrator of said Maintenance Fund.

5. The payment of the maintenance charge hereby imposed shall be secured by an express lier in favor of Trustee, as custodian and administrator of the Maintenence Fund, which lien is placed and imposed upon each lot in the subdivision subject to such charge. There is hereby granted unto the Trustee an express lien against each lot or percel of the subdivision to secure all obligations of the owner or owners of said lot or parcel imposed upon such owner, or lot, under the provisions hereof. Said lien may be foreclosed in the same manner as a vendor's lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has theretofore been the owner of the property affected thereby. Said lien and all other provisions of this agreement shall be secondary and subordinate, however, to any liens, doods of trust and encumbrances whatsoever given to secure the purchase price of the lot or any part thereof, or given to any bank, savings and loar association, insurance company, trust company, fraternal benefit organization, or corporation with banking or related powers, lawfully lending money for the purpose of making repairs or constructing dwellings or any other improvements whatsoever on any portion of such lot, or acquiring any note or other evidence of indebtedness previously made for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which such loan was made, or indebtedness incurred, or as to whether the lien herein granted is subordinate to any lien or deed of trust given for the purpose of securing any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Trustee, with respect thereto. The Trustee may release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any lot or lots, should it deem it advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other lot or lots in the subdivision.

Without diminishing the personal obligations of any owner for any sum imposed under the terms hereof, the lien hereby granted upon any lot shall not secure any sum in excess of the lesser of the following amounts:

a. The unpaid assessments made under the terms hereof for the four years next preceding the date that such lien is sought to be asserted or foreclosed; or

b. The sum of One Thousand Dollars (\$1,000.00).

6. Any person negligently or willfully damaging or destroying all or any portion of the common areas, including the bulkheads and the backs, shall be responsible to the Trustee for damages, and the frustee shall use any funds collented by claim, lawsuit or settlement agreement growing out of such damage or destruction, to repair such damage or destruction, to the extent of such funds.

7. Trustee shall have, and it is hereby granted, the full right, power and authority to convey all of its right, tible and interests in and to the common areas and the Maintenance Fund as well as all of its powers, rights, liens, responsibilities, duties and authority under the terms of this Part VI to: (a) a nonprofit corporation, or other organization, formed by Owner for the purpose of maintaining the common areas in any portion of the Padre Island-Corpus Christi Project; or (b) a public or quasi-public corporation or entity with the power to tax such as a city. Nueces County or a public district having such powers.

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8. All references to "Trustee" in this Fart VI shall apply with equal force and effect to any successor in interest to Trustee, as provided in paragraph 7 of this Fart VI.

VII. DURATION

The restrictions and covenants herein set forth shall continue and be binding upon Owner, its successors and assigns, for a period of thirty-five (35) years from this date. At the expiration of said term of thirty-five (35) years the restrictions and covenants herein set out shall automatically be extended for an additional ten (10) year period and for successive periods of ten (10) years thereafter, unless same are nullified or revised as hereinafter provided. After the expiration of thirty-five (35) years from the date of this instrument, the owners of a majority of the lots in this subdivision, may execute and acknowledge an agreement in writing terminating or revising these restrictions and covenants and file the same in the Office of the County Clerk of Nucces County, Texes, or in such office as conveyances of real estate may be required to be filed, at such time, thereupon these restrictions and covenants shall be null, void and of no further force and effect, or shall be modified or revised as such instrument may direct.

VIII. AMENDAENT

At any time the owners of the legal title to 51% of the lots in such subdivision (as shown by the records of Nucces County, Texas) may amend the restrictions, covenants, conditions, and matters set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Nucces County, Texas, except that, prior to the expiration of fifteen (15) years from date hereof, no such amendment shall be valid or effective without the joinder of Owner, its successors or assigns.

IX. ENFORCEMENT

The restrictions, conditions and use limitations herein set forth shall be binding upon Owner, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of each lot, each of whom shall be obligated and bound to observe such restrictions, conditions and use limitations, provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said lot. The violation of any such restriction, condition or use limitation, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said lct or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Owner, or the owners of any lot in this addition, or Trustee, its successors and assigns, shall have the right to enforce ob-servance or performance of the provisions of this instrument. If any person or persons violates or attempts to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for any person or persons owning any lot out of said addition to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to correct such violation, or to recover damages, or to obtain such other relief for such violations as then may be legally available.

X. SEVERABILITY

Invalidation of any of the terms, provisions or covenants contained in this instrument by judgment or court order shall not in any way affect any of the other terms, provisions or covenants set forth in this instrument which shall remain in full force and effect.

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XI. LEDICATION This instrument of dedication relates to and affects only the above described property, and shall not affect any other property. 词比107 團結 988 EXECUTED this 12 the day of MAY 1969. PADRE ISLAND INVESTMENT CORPORATION USCLOCIA Ben D. CORPUS CHRISTI STATE NATIONAL BANK 1.75 THE STATE OF TEXAS COUNTY OF NUECES BEFORE ME, the undersigned authority, on this day personally appeared BEW D. MARKS, known to me to be the person whose name is subscribed to the fore-going instrument as President of PADRE ISLAND INVESTMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the <u>10 $^{t\bar{k}}$ </u> day of 1969. Notary Public in and for Nuedes County Texas. SANDY CONLEY Noticly Public, In and for Nucces County, Texas THE STATE OF TEXAS COUNTY OF NURCES BEFORE ME, the undersigned authority, on this day personally appeared with the person whose name is a Checking Karls TH , known to me to be the person whose name is sub-acribed to the foregoing instrument as C. Has how the foregoing of CORPUS CHRISTI STATE NATIONAL BANK, a corporation, and schnowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 🦯 dav of 1969 »ĆC c/ 👌 Notary Public in and for Nueces County, Texas. GRANDIS LENKEN Solary Public, in and for Kingers County, Press DEFD RECORD? -9ve.1923 an 592



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			MALLER MANULLS:	39	
	THE STATE OF TEXAS			'79334	0
	COUNTY OF NUECES	3	<u>A</u>	GREEMENT	
				reinafter called "Pa	
	platted certain property	situated on P	adre Island, Nue	ces County, Texas, d	escribed
	as follows:	57A)	1		
	<pre>l. Padre Island-C recorded in Vo Texas;</pre>	Corpus Christi, Dume 34, page	Section C, as sl 133, Map Records	nown by map or plat of Nueces County,	
T	 Padre Island-C map or plat re Nueces County, 	corded in Volu	Barataria Bay, U me 34, page 117,	Init 5, as shown by Map Records of	
	 Padre Island-C map or plat re Nueces County, 	corded in Volum	Point Tesoro Uni me 34, page 145,	t 1, es shown by – Map Records of	
	 Padre Island-Co or plat records County, Texas; 	orpus Christi, ed in Volume 34	Sea Pines Unit 1 , page 149, Map	, as shown by map Records of Nueces	
	5. Padre Island-Co map or plat rec of Nueces Count	corded in Volum	Point Tesoro Uni e <u>35</u> , page' <u></u>	t 2, as shown by 20, Map Records	
	6. Padre Island-Co map or plat rec of Nueces Count	corded in Volum	Point Tesoro Uni e <u>35</u> , page <u>2</u>	t 3, as shown by A , Map Records	- -
2	 Padre Island-Co recorded in Vol County, Texas; 	ume 30 , pa	Section D, as sh ge <u>24</u> , Map	own by map or plat Records of Nueces	
	WHEREAS, the map or	plat of each a	ubdivision conta	ains a restriction s	ub-
10 10 10 10 10 10 10 10 10 10 10 10 10 1	antially as follows:	-			uu -
	"No buildings of may be construct until improvement Corpus Christi, fications furning and on file in t in connection with	ted on any lot nts meeting the Texas, as spec shed to the Cit the Office of t ith the approva een constructed	ements of any nat or portion of the requirements of fified in the play y of Corpus Chri he Director of F l of the plat of and/or installe ": and	ne subdivision the City of ins and speci- sti, Texas, hublic Works this sub-	
	WHEREAS, the Corpus			erainafter colles ""	lente ^{ll} 1
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	the legal owner and hol				
	incipal amount of \$2,700				
an	corded in Volume 1158, p 1 1	age 39, Deed o	f Trust Records	of Nueces County, Te	X8.S ;
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				D RECORDS	
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WHEREAS, Bank joined with Padre in the dedication of each such subdivision as evidenced by Bank's joinder in the plats thereof; and WHEREAS, it is the desire of the undersigned to provide the City of Corpus

Christi, Texas, with further assurance that improvements will not be constructed upon such properties until such subdivision improvements have been constructed or installed:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Padre and Bank do hereby agree that the restrictions set forth on the map or plat of each such subdivision, as above set forth, shall run with the land and shall be enforceable by the City of Corpus Christi, Texas, against the undersigned and their successors in interest to any lot situated in any of the above described subdivisions.

DATED July <u>3</u>, 1969.

CORPUS CHRISTI STATE NATIONAL BANK

PADRE ISLAND INVESTMENT CORPORATION

VICE PRESIDENT

THE STATE OF TEXAS

COUNTY OF NUECES

BEFORE ME, the undersigned authority, on this day personally appeared $\underline{\beta_{tn}}$. <u>S. marks</u>, known to me to be the person whose name is subscribed to the foregoing instrument as $\underline{\rho_{AE}}$ of Padre Island Investment Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

ATTEST :

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of July, 1969.

Notary Public in and for Nueces SANDY CONLEY Notary Public, In and for Nueces County Tex

DEED RECORDS

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THE STATE OF TEXAS

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COUNTY OF NUECES

BEFORE ME, the undersigned authority, on this day personally appeared $\frac{M + M + M + M + M}{M}$, known to me to be the person whose name is subscribed to the foregoing instrument as $\frac{1}{M + M} + \frac{1}{M + M} + \frac{1}{M + M}$ of Corpus Christi State National Bank, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of reid componenting said corporation.

CIVEN UNDER MY HAND AND SEAL OF OFFICE this the Keldey of July, 1969.

Notary Public in and for Nueces County, Texas

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MARIE DANIELS Notcry Public in and for Nators County, Texas

COUNTY OF NUECES

LUDITIT OF RUEDES) I bereivy certify that this instrument was FILED on the date and at the line stanuad heroon by nek and was duly RECERFED. In the Vieumo and Page of the named RECERRES of Norces County, Texes, as stamped heroon by me, on JUL 7 1969 COUNTY CLERK.

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THE STATE OF TEXAS I COUNTY OF NUECES I

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AMENDMENT

WHEREAS, by instruments entitled "Protective Covenants and Landowners' Agreement", deted and recorded in the Deed Records of Nucces County, Texas, as more fully set forth in the attached Exhibit A (hereinafter called the "Agreements"), Padre Island Investment Corporation (hereinafter called "Padre") imposed upon the property located within Nucces County, Texas, described in the attached Exhibit B (hereinafter called the "Development"), certain restrictions, covenants, conditions and use limitations; and

WHEREAS, the Agreements each created an Architectural Control Committee with certain powers as therein recited; and

WHEREAS, the Agreements each provide:

"At any time, the record owners of a majority of the lot: or tracts into which Fadre Island-Corpus Christi shall then be sublivided shall have the power to change membership of the Committee, to withdraw powers or duties of the Committee"; and

WHEREAS, Fadre is now the record owner of a majority of the lots or tracts into which Padre Island-Corpus Christi has been divided as shown by the Deed Records of Nueces County, Texas; and

WHEREAS, certain members of the Architectural Control Committee astablished by the Agreements have resigned and it has become necessary to appoint individuals to fill the vacancies now existing;

NOW, THEREFORE, Padre does hereby appoint and designare (harles W. Terrell, Marvin M. Mesirow and David M. Wilson as members of each of the Architectural Control Committees and each such Architectural Control Committee shall now be comprised of Charles W. Terrell, Marvin M. Mesirow and David M. Wilson (herein collectively called the "Members"). The Members join in this instrument for the purpose of (a) accepting and confirming the appointments and membership herein set forth, and (b) appointing Gene Graham as the Members" agent and representative for all purposes as provided in and subject to the Agreements. Gene Graham joins herein for the purpose of accepting and acknowledging the appointment of agent and representative herein made.

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Except as herein expressly provided the Agreements are not modified or smended in any manner. DATED this 4K day of , 1973. PADRE ISLAND INVESTMENT CORFORATION 2 Willing CC President Secretary MEMBERS Charl

Marvin M

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AND REPRESENTATIVE:

THE STATE OF TEXAS I COUNTY OF NUECES I

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DEFORE ME, the undersigned authority, on this day personally appeared to the foregoing instrument as President of Padre Island Investment Corporation, a Texas corporation, and acknowledged to as that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1911 day of Alere 11 1 Notary Public in and for Nueces Count Texas My Commission Expires: June 1 1975 COU 1. 17

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DEED RECORDS

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THE STATE OF TEXAS I

COUNTY OF NUECES 1

SEPORE NE, the undersigned sucherity, on this day personally appeared CHARLES W. TERFLL, 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 therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1912 day of Alternhouse

al Public in and for Succes County. Texas 112.5 My Commission Empires: June 1, 1975

THE STATE OF TEXAS

COUNTY OF NUECES I

BIFGRE ME, the undersigned authority, on this day personally appeared MAZVIN M. MESIRUH, 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 therein expressed, in the capacity therein statad.

GIVEN WHER MY HAND AND SEAL OF OFFICE, this 19th day of Aucenhur

Rin A cary Public in and for Mieces County, Texas THE THE PARTY My Commission Expires: June 1, 1975

THE STATE OF TELAS

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CCUNTY OF NUECES

BEFORE ME, the undersigned authority, on this day personally appeared DAVID M. WILSON, known to me to be the person whose name is substribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated

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Notary Public in and for Ma

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My Commission Expires: June 1, 1975

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19 day of 2

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	THE STATE OF TEXAS I	
	COUNTY OF NUECES I	
9. 19.	BEFORE ME, the undersigned authority, on this day personally appeared GENE GRANAM, 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 therein expressed, in the capacity therein stated.	
1	GIVEN UNDER MY BAND AND SEAL OF OFFICE, this 1911 day of Alexanders	
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	Notary Public in and for Nucces Councy,	
-	Texes By Commission Empires; June 1, 1973	
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DEED RECORDS

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EXHIBIT A

PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENTS

The Protective Covenants and Landowners' Agreements for the following named subdivision units are recorded at the respective volume and page numbers of the Deed Records of Nueces County, Texas as indicated below:

Subdivision Unic	Volure	Page No.
Padre Island Number 1 Lots IA through 64 of Block 1, and Lots 1A		
chrough Law of Block 2	1265	491
"B" lots of Blocks 1 and 2	1280	354
Block 28	1280	360
Blocks 35 and 36 (being the replatted portion of Block 28)	1384	528
Padre Island-Corpus Christi, Section A	1258	215
Padre Island-Corpus Christi, Section B	1265	227
Padre Island-Corpus Christi, Section No. 2	. 1274	173
Padre Island-Corpus Christi, Section No. 3 Lot 10, Block 71 and portions of Blocks 1	1261	97
and 2, Padre Island No. 1	1265	491
Padre Island-Corpus Christi, Section No. 4	1241	25
Padre Island-Corpus Christi, Mariner's Cay	1292	106
Padre Island-Corpos Christi, Baracaria Bay Unit 1	1292	114
Padre Island-Corpus Christi, Barataria Bay Unit 2	1292	114
Padre Island-Corpus Christi, Barataria Bay Unit 3	1300	426
Padre Island-Corpus Christi, Barataria Bay Unit 4	1300	418
Padre Island-Corpus Christi, Barataria Ray Unit 5	1319	507
Padre Island-Corpus Christi, Section C	1323	487
Padre Island-Corpus Christi, Point Tesoro, Unit 1	1328	494
Padre Island-Corpus Christi, Sea Pines Unit 1	1329	63
Padre Island-Corpus Christi, Point Tesoro, Unit 2	1335	265
Padre Island-Corpus Christi, Point Tesoro, Unit 3	1335	275
Padre Island-Corpus Christi, Section D	1335	285
Padra Island-Corpus Christi, Point Tesoro, Unit 4	1345	493
Padre Ialand-Corpus Christi, Cape Summer Unit 1	1386	1002

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Subdivision Unic	Volume	Page No.	
Padre Island-Corpus Christi, Cape Summer Unit 2	1386	1012	
Padre Island-Corpus Christi, Section 3A	1424	349	
Padre Island-Corpus Christi, Section E	1424	351	
Padre Island-Corpus Christi, Section G	1424	360	
Padre Island-Corpus Christi, Point Tesoro Unit 5	1142	369	
Padre Island-Corpus Christi, Commodore's Cove Unit One	1424	378	
Padre Laland-Corpus Christi, Commodore's Cove Unit Two	1424	368	
adre Island-Corpus Christi, Mariner's Cay Unit 2A	1424	398	
edre Island-Corpus Christi, Coquina Bay	1424	909	
adre Island-Corpus Christi, Island Fairway Estates	1424	417	
adre Island-Corpus Christi, Forts O'Call	1424	427	
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DEED RECORDS

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EXHIBIT B PROPERTY LOCATED WITHEN THE DEVELOPMENT

The property within subdivision units of Padre Island and Padre Island-Corpus Christi, subdivisions of Nueces County, Texas, is more fully described by the maps or plats of such units recorded in the respective volume and page numbers of the Deed Records of Nueces County, Texas, as indicated below:

Subdivision Unit	Volume	Page No.	
Padre Island Number 1; plus a replat of a portion of Block 27, and a replat of a part of Block 28	13 32 36	1 34 12	
Padre Island-Corpus Christi, Section A; plus a replat of a portion thereof .	33 35	97 15	
Padre Island-Corpus Christi, Section B	34	15	
Padre Island-Corpus Christi, Section No. 2; plus replate of portions thereof	33 34 35	80 13 1	
Fadre Island-Corpus Christi, Section No. 3	52	-	
Padre Island-Corpus Christi, Section No. 4	33	44	
Fadre Island-Corpus Christi, Mariner's Cay	34	54	
Padre Island-Corpus Christi, Barataria Bay Unit 1	34	60	
Padre Island-Corpus Christi, Berataria Bay Unit 2	34	62	
Padre Island-Corpus Christi, Barataria Bay Unit 3	34	86	
Padre Island-Corpus Christi, Berataria Bay Unit 4	34	84	
Padre Island-Corpus Christi, Barataria Bay Unit 5	34	117	
Padre Island-Corpus Christi, Section C	34	133	
Padre Island-Corpus Christi, Point Temoro, Unit 1	34	145	
Padre Island-Corpus Christi, Sea Pines Unit 1	34	149	
adre Island-Corpus Christi, Point Tesoro Unit 2	35-	20	
adre Island-Corpus Christi, Point Tesuro Unit 3	35	22	
adre Island-Corpus Christi, Section D	35	24	3
adre Island-Corpus Christi, Point Tesoro Unit 4	35	46	
adre Island-Corpus Christi, Cape Summer Unit 1	36	25	
adre Izland-Corpus Christi, Cape Summer Unit 2	36	34	
adre Island-Corpus Christi, Section JA	38	22	
adre Island-Corpus Christi, Section E	38	25	
adre Island-Corpus Christi, Section G	38		
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THE STATE OF TEXAS COUNTY OF NUECES

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DOC# 828183

AMENDMENT

WHEREAS, by instruments entitled "Protective Covenants and Landowners' Agreement", dated and recorded in the Deed Records of Nueces County, Texas, which are more fully set forth in the attached Exhibit A (hereinafter called the "Agreements"), certain restrictions, conditions and use limitations were imposed upon property located within Nueces County, Texas, which property is more fully described in the attached Exhibit B (hereinafter called the "Development"); and

WHEREAS, the Agreements each referred to as an Architectural Control Committee with certain powers as therein recited; and

WHEREAS, there is one Architectural Control Committee for all the Padre Island-Corpus Christi subdivisions only; and

WHEREAS, the Agreements each provide:

"At any time the record owners of a majority of the lots or tracts into which Padre Island-Corpus Christi shall then be subdivided shall have the power to change membership of the Committee, to withdraw powers and duties of the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument property reflecting same"; and

WHEREAS, there are a total of 8,446 record owners of lots/tracts within the Development; and

WHEREAS, a majority (4,489) of the record owners holding legal title to lots/tracts within the Development have voted in favor of amending the Agreements as they pertain to the Architectural Control Committee; and

WHEREAS, The Padre Isles Property Owners Association, Inc. has verified this Majority.

NOW, THEREFORE, the owners hereby amend Section III, <u>ARCHITECTURAL</u> CONTROL, of each of the Agreements listed on Exhibit A as follows:

1. Paragraph 1 is deleted in its entirety and the following is substituted therefor:

"1. The Architectural Control Committee, hereinafter called "the Commitee", shall be composed of five members appointed by a majority vote of the Board of Directors of the Padre Isles Property Owners' Association, Inc., hereinafter called "the Board". The Committee shall function under the policies established and direction given by the Board; provided, however, the policies and direction promulgated by the Board shall, in no event be in conflict with the provisions of these Covenants. Should a conflict occur, the provisions of the Covenants shall control.

a. The Committee shall review all plans for construction on property subject to the covenants to verify that the requirements of the covenants and standards established by the Property Owners Association are met.

b. The term of office of a Committee member shall be three years. A member shall not serve more than two terms of office, consecutive or otherwise. Upon the effective date of approval of this amendment, the term of office of incumbent members shall be deemed to have expired and the Board shall appoint a new committee. The terms of office for members of the newly appointed committee shall be adjusted whereby the expiration dates of no more than two members shall occur in any one of the years following the appointment year, i.e., set up a 1-2-2 rotation that will be followed thereafter.

c. Should a vacancy occur on the Committee prior to the expiration of a normal term of office, the Board will, by a majority vote, appoint a qualified person to fill the unexpired portion of the term.

d. Terms of office for all members shall begin on January 1, except for those appointed by the Board upon approval of this amendment, who shall begin serving immediately and continue until January 1, 1993, when they may be re-appointed or replaced at the Board's discretion for the initial three year term.

e. The Chairman of the Committee, whose chairmanship shall be one year, shall be appointed or removed by a majority vote of the Board.

f. A member of the Committee may be removed with or without cause by a majority vote of the Board.

g. No member of the Committee, or his/her designated representative, shall be entitled to or accept compensation for services performed hereunder. h. A member of the Board shall not also serve as a member of the Committee.

i. A majority of the Committee may designate or remove a representative to act for it. Members of the Committee may designate a representative to act on their behalf. Such representative designated to act for the Committee as a whole, or such representatives designated individually by Members shall be subject to confirmation by the Board.

j. Consultants, paid or otherwise, advisors, inspectors or any individual performing services required by the mission of the Committee shall be appointed by the Board. Individuals so appointed shall be technically and/or professionally qualified to perform the service for which appointed. The Board shall be authorized to establish such fees as may be necessary and appropriate to cover the cost of technical and/or professional services required by the Committee. The Committee may recommend to the Board such individuals as may be appropriate to perform such services.

k. A property owner who disagrees with a decision of the Committee will first appeal to the Committee for reconsideration and present reasons therefor. Following reconsideration by the Committee, a property owner who still disagrees with a decision of the Committee may appeal to the Board for a review. The Board shall give full consideration to such request and make such decision as it deems appropriate in each case. The decision of the Board shall be controlling."

2. Paragraph 5 is changed as follows:

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So much of the first sentence of Paragraph as reads: "5. The Committee shall have the right and authority to waive, modify, alter, change or approve any <u>covenant</u>, term, condition or restriction....:" is changed to read: "The Committee shall have the right and authority to waive, modify, alter, or approve <u>any term, condition or restriction, except</u> those restrictions pertaining to construction that affects the integrity of the bulkheads...." and

3. Paragraph 6 is changed as follows:

So much of paragraph 6 reads: "6. The Committee shall have the authority to make <u>final</u> decisions in interpreting the general intent, effect and purpose of these restrictions" is changed to read: "6. The Committee shall have authority to interpret the general intent, effect and purpose of these restrictions."

DATED this 23 day of <u>OCTOBER</u>, 1992.

ATTEST:

PADRE ISLES PROPERTY OWNERS ASSOCIATION, INC.

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BY President William

THE STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared <u>WALLIAM F. GOIN</u>, known to me to be the person whose name is subscribed to the foregoing instrument as President of Padre Isles Property Owners Association, Inc., a non-profit corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of OCTOBER 1992.



Mary Ellen Cardinale Notary Public

EXHIBIT A

PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENTS

The Protective Covenants and Landowners' Agreements for the following named subdivision units are recorded at the respective volume and page numbers of the Deed Records of Nueces County, Texas as indicated below:

Subdivision Unit	Volume	Page No.
Padre Island Number 1 Lots 1A through 6A of Block 1, and Lots 1A through 15A of Block 2	1265	491
"B" lots of Blocks 1 and 2	1280	354
Block 28	1280	360
Blocks 35 and 36 (being the replatted portion of Block 28)	1384	528
Padre Island-Corpus Christi, Section A	1258	215
Padre Island-Corpus Christi, Section B	1265	227
Padre Island-Corpus Christi, Section No. 2	1274	173
Padre Island-Corpus Christi, Section No. 3	1261	97
Lot 10, Block 71 and portions of Blocks 1 and 2, Padre Island No. 1	1265	491
Padre Island-Corpus Christi, Section No. 4	1241	25
Padre Island-Corpus Christi, Mariner's Cay	1292	106
Padre Island-Corpus Christi, Barataria Bay Unit 1	1292	114
Padre Island-Corpus Christi, Barataria Bay Unit 2	1292	114
Padre Island-Corpus Christi, Barataria Bay Unit 3	1300	426
Padre Island-Corpus Christi, Barataria Bay Unit 4	1300	418
Padre Island-Corpus Christi, Barataria Bay Unit 5	1319	507
Padre Island-Corpus Christi, Section C	1323	487
Padre Island-Corpus Christi, Point Tesoro, Unit 1	1328	494
Padre Island-Corpus Christi, Sea Pines Unit 1	1329	63
Padre Island-Corpus Christi, Point Tesoro, Unit 2	1335	265
Padre Island-Corpus Christi, Point Tesoro, Unit 3	1335	275
Padre Island-Corpus Christi, Section D	1335	285
Padre Island-Corpus Christi, Point Tesoro, Unit 4	1345	493
Padre Island-Corpus Christi, Cape Summer Unit 1	1386	1002
Padre Island-Corpus Christi, Cape Summer Unit 2	1386	1012

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| Subdivision Unit | Volume | Page No. |
|--|--------------|----------|
| Padre Island-Corpus Christi, Section 3A | 1424 | 349 |
| Padre Island-Corpus Christi, Section E | 1 424 | 351 |
| Padre Island-Corpus Christi, Section G | 1424 | 360 |
| Padre Island-Corpus Christi, Point Tesoro, Unit 5 | 1242 | 369 |
| Padre Island-Corpus Christi, Commodore's Cove Unit One | 1424 | 378 |
| Padre Island-Corpus Christi, Commodore's Cove Unit Two | 1424 | 388 |
| Padre Island-Corpus Christi, Mariner's Cay Unit 2A | 1424 | 398 |
| Padre Island-Corpus Christi, Coquina Bay | 1424 | 909 |
| Padre Island-Corpus Christi, Island Fairway Estates | 1424 | 417 |
| Padre Island-Corpus Christi, Ports O'Call | 1424 | 427 |

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EXHIBIT B

1.14

PROPERTY LOCATED WITHIN THE DEVELOPMENT

The property within subdivision units of Padre Island and padre Island-Corpus Christi, subdivisions of Nueces County, Texas, is more fully described by the maps or plats of such units recorded in the respective volume and page numbers of the Deed Records of Nueces County, Texas, as indicated below:

Subdivision Unit	Volume	Page No.
Padre Island Number 1; plus a replat of a portion of Block 27, and a replat of a part of Block 28	13 32 36	1 34 12
Padre Island-Corpus Christi, Section A; plus a replat of a portion thereof	33 35	97 15
Padre Island-Corpus Christi, Section B	34	15
Padre Island-Corpus Christi, Section No. 2; plus replats of portions thereof	33 34 35	80 13 1
Padre Island-Corpus Christi, Section No. 3	33	83
Padre Island-Corpus Christi, Section No. 4	33	44
Padre Island-Corpus Christi, Mariner's Cay	34	54
Padre Island-Corpus Christi, Barataria Bay Unit 1	34	60
Padre Island-Corpus Christi, Barataria Bay Unit 2	2 34	62
Padre Island-Corpus Christi, Barataria Bay Unit 3	34	86
Padre Island-Corpus Christi, Barataria Bay Unit 4	34	84
Padre Island-Corpus Christi, Barataria Bay Unit 5	5 34	117
Padre Island-Corpus Christi, Section C	34	133
Padre Island-Corpus Christi, Point Tesoro, Unit 1	34	145
Padre Island-Corpus Christi, Sea Pines Unit 1	34	149
Padre Island-Corpus Christi, Point Tesoro Unit 2	35	20
Padre Island-Corpus Christi, Point Tesoro Unit 3	35	22
Padre Island-Corpus Christi, Section D	35	24
Padre Island-Corpus Christi, Point Tesoro Unit 4	35	46
Padre Island-Corpus Christi, Cape Summer Unit 1	36	25
Padre Island-Corpus Christi, Cape Summer Unit 2	36	34
Padre Island-Corpus Christi, Section 3A	38	22
Padre Island-Corpus Christi, Section E	38	25
Padre Island-Corpus Christi, Section G	38	27

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Subdivision Unit	Volume	Page No.
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Padre Island-Corpus Christi, Commodore's Cove Unit One	38	34
Padre Island-Corpus Christi, Commodore's Cove Unit Two	38	36
Padre Island-Corpus Christi, Mariner's Cay Unit 2	38	45
Padre Island-Corpus Christi, Coquina Bay	38	47
Padre Island-Corpus Christi, Island Fairway Estates	38	55
Padre Island-Corpus Christi, Ports O'Call	38	62

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Any provision harein 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 invelid and unenforceable under FEDERAL LAW, 3/12/89.

FILED FOR RECORD DOC# 828183 \$19 10-26-1992 01:15:28 ERNEST M. BRIONES NUECES COUNTY

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STATE OF TEXAS COUNTY OF NUECES Thereby certify that this instrument was FILED in file Number Sequence on the date and at the time stamped barein by me, and was duly RECORDED, in the Official Public Records of Nueces County, Texas on OCT 2 6 1992

COUNTY CLERK NUECES COUNTY, TEXAS

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17⁰/₂ Return To: Padre Isles Property Owners Association, Inc. 14015 Fortuna Bay Drive Corpus Christi, Texas 78418

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DOC# 1998035830

FIRST AMENDMENT TO THE **PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT** PADRE ISLAND--CORPUS CHRISTI, POINT TESORO UNIT 1

THE STATE OF TEXAS **KNOW ALL PERSONS BY THESE PRESENTS:** - } **COUNTY OF NUECES** }

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island -- Corpus Christi, Point Tesoro unit 1," dated May 12, 1969 recorded in Volume 1328, pages 494 - 502, Deed Records, Nueces County, Texas, Padre Island Investment Corporation ("Owner") imposed certain restrictions upon the use of the lots and tracts contained in Padre Island -- Corpus Christi, Point Tesoro Unit 1, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 34, pages 145 and 146, Map Records of Nueces County, Texas, (the "Subdivision"); and

WHEREAS, Section VIII, of the Protective Covenants states:

"At any time the owners of the legal title to 51% of the lots in such subdivision (as shown by the records of Nueces County, Texas) may amend the restrictions, covenants, conditions, and matters set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Nueces County, Texas;" and

WHEREAS, there are a total of 234 record owners of lots within the Subdivision; and

WHEREAS, a majority (124) of the record owners holding legal title to lots within the Subdivision have voted in favor of amending the Protective Covenants; and

WHEREAS, the Padre Isles Property Owners Association, Inc. has verified this majority.

NOW, THEREFORE, the owners hereby amend Subparagraph a. of Paragraph 2, under section V to read as follows:

> "a: The area of the enclosed main dwelling of any one-story single family residence must contain not less than 1,600 square feet;"

DATED this 1/ TH, day of AUGUST, 1998.

ATTEST

OBERT J. SOUTHARD Secretary

PADRE ISLES PROPERTY OWNERS

ASSOCIATION, INC BY:

HARVEY CROUCH President

THE STATE OF TEXAS } COUNTY OF NUECES }

BEFORE ME, the undersigned authority, on this day personally appeared Harvey Crouch, known to me to be the person whose name is subscribed to the foregoing instrument as President of Padre Isles Property Owners Association, Inc., a nonprofit corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 the day of August, 1998



unthia Sittal

My commission expires 11 5 98

Doc# 1998035830 # Pages: 2 Date : 08-13-1998 Time : 11:26:21 A.M. Filed & Recorded in Official Records of NUECES County, TX. ERNEST M. BRIONES COUNTY CLERK Rec. \$ 11.00

nay provision herein which restricts the Sate, Rental or us, of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Pamilial Status or National Origin, is availed and unenforceable under FEDERAL LAW, 3/12/59.

STATE OF TEXAS COUNTY OF NUECES I bareby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by ma, and was duly RECORDED, in the Official Public Records of Nueces County, Texas

Num. Ken COUNTY CLERK NUECES COUNTY, TEXAS

5/6 Padre Joles Property Owners assn. 14015 Sortine Bay Dives Corpus Christi TX 18418

AMENDMENT OF PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT PADRE ISLAND-CORPUS CHRISTI SECTION E SUBDIVISION BARATARIA BAY UNITS 1 & 2 SUBDIVISION BARATARIA BAY UNIT 3 SUBDIVISION BARATARIA BAY UNIT 4 SUBDIVISION BARATARIA BAY UNIT 5 SUBDIVISION COQUINA BAY SUBDIVISION ISLAND FAIRWAY ESTATES SUBDIVISION POINT TESORO UNIT 1 SUBDIVISION POINT TESORO UNIT 4 SUBDIVISION POINT TESORO UNIT 5 SUBDIVISION POINT TESORO UNIT 5 SUBDIVISION SECTION NO. 2 (GALLEON BAY UNIT 2) SUBDIVISION SECTION NO. 4 (TRADEWINDS) SUBDIVISION

WHEREAS, Padre Island-Corpus Christi, Section E (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 351-59, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section E, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 25-26, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Barataria Bay Units 1 & 2 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated August 20, 1968, recorded at Volume 1292, Pages 114-21, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Barataria Bay Units 1 & 2, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 34, Pages 60-61, and Pages 62-63, respectively, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Barataria Bay Unit 3 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated November 4, 1968, recorded at Volume 1300, Pages 426-33, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Barataria Bay Unit 3, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 34, Pages 86-87, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Barataria Bay Unit 4 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated October 11, 1968, recorded at Volume 1300, Pages 418-25, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Barataria Bay Unit 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 34, Pages 84-85, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Barataria Bay Unit 5 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated March 12, 1969, recorded at Volume 1319, Pages 507-14, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Barataria Bay Unit 5, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 34, Pages 117-118, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Coquina Bay (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 407-16, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Coquina Bay, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 47-54, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Island Fairway Estates (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated January 15, 1975, recorded at Volume 1517, Pages 100-110, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Blocks 29, 31, 32 and 33, Padre Island-Corpus Christi, Island Fairway Estates Blocks 24-33, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 40, Pages 154-59, Map Records, Nueces County, Texas. WHEREAS, Padre Island-Corpus Christi, Island Fairway Estates (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated January 15, 1975, recorded at Volume 1517, Pages 111 et seq., Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island – Corpus Christi, Island Fairway Estates Block 30, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 40, Pages 181-82, Map Records, Nueces County, Texas, and Padre Island-Corpus Christi, Island Fairway Estates Blocks 34, 35 and 36, a subdivision of Padre Island, Nueces County, Texas, as shown by plat recorded in Volume 40, Pages 183-84, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Point Tesoro Unit 1 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated May 12, 1969, recorded at Volume 1328, Pages 494-502, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Point Tesoro Unit 1, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 34, Pages 145-46, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Point Tesoro Unit 4 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated September 2, 1969, recorded at Volume 1345, Pages 493-501, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Point Tesoro Unit 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 35, Pages 46-49, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Point Tesoro Unit 5 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 369-77, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Point Tesoro Unit 5, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 32-33, Map Records, Nueces County, Texas. WHEREAS, Padre Island-Corpus Christi, Section No. 2 (Galleon Bay Unit 2) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated November 20, 1967, recorded at Volume 1274, Pages 173-80, Deed Records of Nueces County, Texas, and the Protective Covenants and Landowners' Agreement dated May 24, 1973, recorded at Volume 1491, Pages 803-10, Deed Records of Nueces County, Texas as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section No. 2, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 80-82, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Section No. 3 (Galleon Bay Unit 3) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated November 20, 1967, recorded at Volume 1261, Pages 97-104, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section No. 3, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 83-84, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Section No. 3A (Galleon Bay Unit 3) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 349-50, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section No. 3A, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 22-23, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Section No. 4 (Tradewinds) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated September 18, 1967, recorded at Volume 1241, Pages 25-33, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 44-47, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Tract B, Section No. 4 (Tradewinds) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated December 8, 1976, recorded at Volume 1588, Pages 725-34, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Tract B, Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 44-47, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Lots 8 through 18, inclusive, Block 191, Section No. 4 (Tradewinds) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated September 23, 1976, recorded at Volume 1580, Pages 512-21, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Lots 8 through 18, inclusive, Block 191, Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 42, Pages 4-5, Map Records, Nueces County, Texas.

WHEREAS, Tract A, Padre Island-Corpus Christi, Section No. 4 (Tradewinds) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Declaration of Covenants, Conditions and Restrictions dated February 17, 1983, recorded at Volume 1856, Pages 357-365, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Tract A, Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 44-47, Map Records, Nueces County, Texas.

WHEREAS, the owners of more than fifty percent (50%) of the Lots in each Subdivision described above (and on Exhibit A attached) have approved amendments to the Protective Covenants and Landowners' Agreement in order to provide for future increases in annual maintenance charges;

NOW, THEREFORE, based upon the written approval of said amendments by the owners of more than fifty percent (50%) of the lots in each such Subdivision, the Board of Directors of the Padre Isles Property Owners Association, Inc. hereby files the following amendments which shall amend the Landowners' Agreement as provided below:

1. Article VI of the Protective Covenants and Landowners' Agreement concerning the maintenance of the common areas is amended to add to Section 2 therein an additional paragraph 2a providing as follows:

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2a. Upon the transfer of record title to any lot which is used for a single-family residence or duplex following the recordation of this Amendment, the amount of the annual maintenance charge upon each such canal lot in the subdivision shall not exceed eight cents (8ϕ) per square foot of such lot, and the amount of the annual maintenance charge upon each such interior lot in the subdivision shall not exceed two cents (2ϕ) per square foot of such lot. For any lot which is used for other multi-family (tri-plex or greater) purposes or authorized commercial purposes, commencing in 2007 the amount of the annual maintenance charge shall increase by an amount not to exceed twenty percent (20%) of the existing annual maintenance charge upon each such canal lot in the subdivision shall not exceed eight cents (8ϕ) per square foot of such lot, and the amount of the annual maintenance charge upon each such canal lot in the subdivision shall not exceed eight cents (2ϕ) per square foot of such lot. Once assessed, annual maintenance charges shall be payable annually or in such installments as authorized by the Trustee.

Provided that, as to Tract A, Padre Island-Corpus Christi, Section No. 4 (Tradewinds) operating under the Declaration of Covenants Conditions and Restrictions dated February 17, 1983, recorded at Volume 1856, Pages 357-365, Deed Records of Nueces County, Texas, the foregoing amendment is added as Section 3a after Article III, Section 3 therein.

EXECUTED this Aday of January, 2007.

PADRE ISLES PROPERTY OWNERS ASSOCIATION, INC.

John B. Fisher, President

STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged on this and day of January, 2007, by John B. Fisher, the President of Padre Isles Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

JOHN D BELL Notary Public STATE OF TEXAS My Comm. Exp. 04-20-2009

Return to:

Padre Isles Property Owners Association, Inc. c/o John D. Bell Wood, Boykin & Wolter, P.C. 615 N. Upper Broadway, Suite 1100 Corpus Christi, Texas 78477

otary Public, State of Texas

EXHIBIT A

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Subdivision Name	Covenants Filed of Record (Deed Records)	Map Filed of Record (Map Records)
Section E	Volume 1424, Pages 351-59	Volume 38, Pages 25-26
Barataria Bay Units 1 & 2	Volume 1292, Pages 114-21	Volume 34, Pages 60-63
Barataria Bay Unit 3	Volume 1300, Pages 426-33,	Volume 34, Pages 86-87
Barataria Bay Unit 4	Volume 1300, Pages 418-25	Volume 34, Pages 84-85
Barataria Bay Unit 5	Volume 1319, Pages 507-14	Volume 34, Pages 117-118
Coquina Bay	Volume 1424, Pages 407-16	Volume 38, Pages 47-54
Island Fairway Estates	Volume 1517, Pages 100-110	Volume 40, Pages 154-59
Island Fairway Estates	Volume 1517, Pages 111 et seq.	Volume 40, Pages 181-82 Volume 40, Pages 183-84
Point Tesoro Unit 1	Volume 1328, Pages 494-502	Volume 34, Pages 145-46
Point Tesoro Unit 4	Volume 1345, Pages 493-501	Volume 35, Pages 46-49
Point Tesoro Unit 5	Volume 1424, Pages 369-77	Volume 38, Pages 32-33
Section No. 2 (Galleon Bay Unit 2)	Volume 1274, Pages 173-80 Volume 1491, Pages 803-10	Volume 33, Pages 80-82
Section No. 3 (Galleon Bay Unit 3)	Volume 1261, Pages 97-104	Volume 33, Pages 83-84
Section No. 3A (Galleon Bay Unit 3)	Volume 1424, Pages 349-50	Volume 38, Pages 22-23
Section No. 4 (Tradewinds)	Volume 1241, Pages 25-33	Volume 33, Pages 44-47
Tract B, Section No. 4 (Tradewinds)	Volume 1588, Pages 725-34	Volume 33, Pages 44-47
Lots 8 through 18, inclusive Block 191, Section No. 4 (Tradewinds)	, Volume 1580, Pages 512-21	Volume 42, Pages 4-5
Tract A, Section No. 4 (Tradewinds)	Volume 1856, Pages 357-365	Volume 33, Pages 44-47

Any provision herein which restricts the S ale, 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, Te xas

R Din J. Banera

DIANA T BARRERA NUECES COUNTY, TEXAS

Doc# 2007000379 # Pages 8 01/03/2007 4:02PM Official Records of NUECES COUNTY DIANA T. BARRERA COUNTY CLERK Fees \$43.00

Doc# 2007017105

CORRECTION

AMENDMENT OF PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT PADRE ISLAND-CORPUS CHRISTI SECTION E SUBDIVISION BARATARIA BAY UNITS 1 & 2 SUBDIVISION BARATARIA BAY UNIT 3 SUBDIVISION BARATARIA BAY UNIT 4 SUBDIVISION BARATARIA BAY UNIT 5 SUBDIVISION COQUINA BAY SUBDIVISION ISLAND FAIRWAY ESTATES SUBDIVISION POINT TESORO UNIT 1 SUBDIVISION POINT TESORO UNIT 4 SUBDIVISION POINT TESORO UNIT 5 SUBDIVISION POINT TESORO UNIT 5 SUBDIVISION SECTION NO. 2 (GALLEON BAY UNIT 2) SUBDIVISION SECTION NOS. 3 AND 3A (GALLEON BAY UNIT 3) SUBDIVISION

WHEREAS, Padre Island-Corpus Christi, Section E (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 351-59, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section E, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 25-26, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Barataria Bay Units 1 & 2 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated August 20, 1968, recorded at Volume 1292, Pages 114-21, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Barataria Bay Units 1 & 2, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 34, Pages 60-61, and Pages 62-63, respectively, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Barataria Bay Unit 3 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated November 4, 1968, recorded at Volume 1300, Pages 426-33, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Barataria Bay Unit 3, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat

Amend 1 Only

thereof recorded in Volume 34, Pages 86-87, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Barataria Bay Unit 4 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated October 11, 1968, recorded at Volume 1300, Pages 418-25, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Barataria Bay Unit 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 34, Pages 84-85, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Barataria Bay Unit 5 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated March 12, 1969, recorded at Volume 1319, Pages 507-14, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Barataria Bay Unit 5, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 34, Pages 117-118, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Coquina Bay (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 407-16, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Coquina Bay, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 47-54, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Island Fairway Estates (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated January 15, 1975, recorded at Volume 1517, Pages 100-110, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Blocks 29, 31, 32 and 33, Padre Island-Corpus Christi, Island Fairway Estates Blocks 24-33, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 40, Pages 154-59, Map Records, Nueces County, Texas.

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WHEREAS, Padre Island-Corpus Christi, Island Fairway Estates (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated January 15, 1975, recorded at Volume 1517, Pages 111 et seq., Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island – Corpus Christi, Island Fairway Estates Block 30, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 40, Pages 181-82, Map Records, Nueces County, Texas, and Padre Island-Corpus Christi, Island Fairway Estates Blocks 34, 35 and 36, a subdivision of Padre Island, Nueces County, Texas, as shown by plat recorded in Volume 40, Pages 183-84, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Point Tesoro Unit 1 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated May 12, 1969, recorded at Volume 1328, Pages 494-502, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Point Tesoro Unit 1, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 34, Pages 145-46, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Point Tesoro Unit 4 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated September 2, 1969, recorded at Volume 1345, Pages 493-501, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Point Tesoro Unit 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 35, Pages 46-49, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Point Tesoro Unit 5 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 369-77, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Point Tesoro Unit 5, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 32-33, Map Records, Nueces County, Texas. WHEREAS, Padre Island-Corpus Christi, Section No. 2 (Galleon Bay Unit 2) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated November 20, 1967, recorded at Volume 1274, Pages 173-80, Deed Records of Nueces County, Texas, and the Protective Covenants and Landowners' Agreement dated May 24, 1973, recorded at Volume 1491, Pages 803-10, Deed Records of Nueces County, Texas as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section No. 2, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 80-82, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Section No. 3 (Galleon Bay Unit 3) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated November 20, 1967, recorded at Volume 1261, Pages 97-104, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section No. 3, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 83-84, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Section No. 3A (Galleon Bay Unit 3) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 349-50, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section No. 3A, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 22-23, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Section No. 4 (Tradewinds) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated September 18, 1967, recorded at Volume 1241, Pages 25-33, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 44-47, Map Records, Nueces County, Texas.

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WHEREAS, Padre Island-Corpus Christi, Tract B, Section No. 4 (Tradewinds) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated December 8, 1976, recorded at Volume 1588, Pages 725-34, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Tract B, Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 44-47, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Lots 8 through 18, inclusive, Block 191, Section No. 4 (Tradewinds) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated September 23, 1976, recorded at Volume 1580, Pages 512-21, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

> Lots 8 through 18, inclusive, Block 191, Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 42, Pages 4-5, Map Records, Nueces County, Texas.

WHEREAS, Tract A, Padre Island-Corpus Christi, Section No. 4 (Tradewinds) (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Declaration of Covenants, Conditions and Restrictions dated February 17, 1983, recorded at Volume 1856, Pages 357-365, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Tract A, Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 44-47, Map Records, Nueces County, Texas.

WHEREAS, the owners of more than fifty percent (50%) of the Lots in each Subdivision described above (and on Exhibit A attached) have approved amendments to the Protective Covenants and Landowners' Agreement in order to provide for future increases in annual maintenance charges;

NOW, THEREFORE, based upon the written approval of said amendments by the owners of more than fifty percent (50%) of the lots in each such Subdivision, the Board of Directors of the Padre Isles Property Owners Association, Inc. hereby files the following amendments which shall amend the Landowners' Agreement as provided below:

1. Article VI of the Protective Covenants and Landowners' Agreement concerning the maintenance of the common areas is amended to add to Section 2 therein an additional paragraph 2a providing as follows:

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2a. Upon the transfer of record title to any lot which is used for a single-family residence or duplex following the recordation of this Amendment, the amount of the annual maintenance charge upon each canal lot shall not exceed ten cents (10¢) per square foot, and the amount of the annual maintenance charge upon each interior lot shall not exceed two cents (2¢) per square foot. For any lot which is used for other multi-family (tri-plex or greater) purposes or authorized commercial purposes, commencing in 2007 the amount of the annual maintenance charge shall increase in equal amounts over five years until the amount of the annual maintenance charge upon each canal lot in the subdivision shall not exceed ten cents (10e) per square foot, and the amount of the annual maintenance charge upon each interior lot in the subdivision shall not exceed two cents (2¢) per square foot. Once assessed, annual maintenance charges shall be payable annually or in such installments as authorized by the Trustee.

Provided that, as to Tract A, Padre Island-Corpus Christi, Section No. 4 (Tradewinds) operating under the Declaration of Covenants Conditions and Restrictions dated February 17, 1983, recorded at Volume 1856, Pages 357-365, Deed Records of Nueces County, Texas, the foregoing amendment is added as Section 3a after Article III, Section 3 therein.

This Correction Amendment of Protective Covenants and Landowners' Agreement amends and replaces in its entirety the original Amendment of Protective Covenants and Landowners' Agreement dated January 2, 2007, filed of record as Document No. 2007000379 of the Official Public Records of Nueces County, Texas, in order to correct the text of the amendment stated above to match the exact text approved by the majority of the property owners in said subdivisions, providing for an increase in the annual maintenance charge from two cents (2¢) per square foot to ten cents (10¢) per square foot and phasing in said increase.

EXECUTED this <u>3</u>^{RA} day of April, 2007, to be effective as of January 2, 2007.

PADRE ISLES PROPERTY OWNERS ASSOCIATION, INC.

ohn B. Fisher, President

STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged on this $\underline{3}^{RL}$ day of April, 2007, by John B. Fisher, the President of Padre Isles Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Miama

Notary Public, State of Texas

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Public, Starte of Texa May 02, 2010

BEVERLY T. WILLIAMS

F:\5419 POA\77 Covenants\Cor Amendment 1 only 07-090-11-15.doc

Return to: Padre Isles Property Owners Association, Inc. c/o John D. Bell Wood, Boykin & Wolter, P.C. 615 N. Upper Broadway, Suite 1100 Corpus Christi, Texas 78477

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EXHIBIT A

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Subdivision Name	Covenants Filed of Record (Deed Records)	Map Filed of Record (Map Records)
Section E	Volume 1424, Pages 351-59	Volume 38, Pages 25-26
Barataria Bay Units 1 & 2	Volume 1292, Pages 114-21	Volume 34, Pages 60-63
Barataria Bay Unit 3	Volume 1300, Pages 426-33,	Volume 34, Pages 86-87
Barataria Bay Unit 4	Volume 1300, Pages 418-25	Volume 34, Pages 84-85
Barataria Bay Unit 5	Volume 1319, Pages 507-14	Volume 34, Pages 117-118
Coquina Bay	Volume 1424, Pages 407-16	Volume 38, Pages 47-54
Island Fairway Estates	Volume 1517, Pages 100-110	Volume 40, Pages 154-59
Island Fairway Estates	Volume 1517, Pages 111 et seq.	Volume 40, Pages 181-82 Volume 40, Pages 183-84
Point Tesoro Unit 1	Volume 1328, Pages 494-502	Volume 34, Pages 145-46
Point Tesoro Unit 4	Volume 1345, Pages 493-501	Volume 35, Pages 46-49
Point Tesoro Unit 5	Volume 1424, Pages 369-77	Volume 38, Pages 32-33
Section No. 2 (Galleon Bay Unit 2)	Volume 1274, Pages 173-80 Volume 1491, Pages 803-10	Volume 33, Pages 80-82
Section No. 3 (Galleon Bay Unit 3)	Volume 1261, Pages 97-104	Volume 33, Pages 83-84
Section No. 3A (Galleon Bay Unit 3)	Volume 1424, Pages 349-50	Volume 38, Pages 22-23
Section No. 4 (Tradewinds)	Volume 1241, Pages 25-33	Volume 33, Pages 44-47
Tract B, Section No. 4 (Tradewinds)	Volume 1588, Pages 725-34	Volume 33, Pages 44-47
Lots 8 through 18, inclusive, Block 191, Section No. 4 (Tradewinds)	Volume 1580, Pages 512-21	Volume 42, Pages 4-5
Tract A, Section No. 4 (Tradewinds)	Volume 1856, Pages 357-365	Volume 33, Pages 44-47

Doc# 2007017105 DOCH 22992783173 # Pages 9 94/03/2007 3:04PM Official Records of NUECES COUNTY DIANA T. BARRERA COUNTY CLERK Fees \$47.00

STATE OF TEXAS COUNTY DF HUECES I haveby 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

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Dien J. Benera

Diana T. Barrera NUECES COUNTY, TEXAS

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Any provision herein which restricts the Sale, R ental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status, or Nat ional Origin is invalid and unenforceable under FEDERAL LAW, 3/12/89.