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THE STATE OF TEXAS }
COUNTY OF NUECES }

PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
PADRE ISLAND - CORPUS CHRISTI, SECTION A

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, Section A, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, pages 97, 98 and 99, 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 and easements for the construction, operation and maintenance of streets, walkways, utilities and drainage facilities and Owner has dedicated said streets, walkways and easements, as set forth on the above described map or plat.

I. SCOPE OF RESTRICTIONS

1. For the purpose of creating and carrying out a uniform plan for the improvement and sale 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 1097, page 367, Nueces County Deed Records, reference to which is here made, 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 or tract in said addition as shown by said map or plat thereof (each such lot or tract being hereinafter called a "tract"); save and except Tract B of Block 42, which tract is specifically excluded from the terms, provisions and effect of this instrument.

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 tract 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 tract 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 tract in said addition to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such tract shall be construed to be subject to the terms of this instrument.

II. 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, 1916 The 600 Building, Corpus Christi, Texas, 78401.
- b. Earl Sams Lightner, 2001 South Staples, Corpus Christi, Texas, 78404.
- c. William Whittet, 823 North Tancabua, Corpus Christi, Texas, 78401.

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

2. No building, structure or improvement of any nature shall be erected, placed, or altered on any tract until the construction plans and specifications and a plan showing the location of any 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, and in the instrument conveying such tract out of Owner. In addition, no substantial change in the originally approved finish grade elevation of any tract 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 specifications 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 tract owner. Any modifications or changes 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 presumed.

5. The Committee shall have the right and authority to waive, modify, alter, change or approve, by written instrument, 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.

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

III. GENERAL LAND USE

1. Each tract shall be used solely for the operation of a "hotel", "apartment" or a "neighborhood business", or any combination thereof, as hereinafter defined, subject to any further conditions or limitations set forth in the conveyance of such tract out of Owner, to-wit:

a. Operation of a "hotel" means use as a hotel, motor hotel, or motel, together with accessory uses typical of the hotel or motel industry at such time, including for illustration and not for limitation, swimming pools, cabanas, restaurants, lounges, gift shops, novelty shops, and personal service shops (such as barber shops and beauty shops), provided that all accessory uses, except swimming pools and cabanas, can be entered by the public only by way of the lobby of the main structure.

b. Operation of an "apartment" means use as an apartment house or an apartment hotel with dwelling units available for rent or for ownership on a cooperative or condominium basis.

c. Operation of a "neighborhood business" means use for the purpose of providing facilities for retail sales and personal services for persons occupying, using or visiting tracts in the immediate vicinity of such business, including for illustration and not for limitation, barber shops, beauty shops, banks, camera stores, clothing stores, liquor stores, drug stores, souvenir-gift shops, sporting goods stores, restaurants, drive-in convenience grocery stores, dry-cleaning receiving

stations, self-service laundries and dry-cleaning establishments, and offices and office buildings for business and professional uses and services.

No tract, nor any improvements constructed thereon, shall ever be used, directly or indirectly, in the sale, purchase, leasing, or management of real property or in dealing in any other way with real property.

2. All buildings and other improvements placed on any tract shall be newly erected on said tract and no second hand or used buildings or other improvements shall be moved onto any tract and no used or second hand materials may be used in the exterior of such improvements unless specifically approved in advance, in writing, by the Committee.

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

4. No outside toilet will be permitted, and no installation of any kind for disposal 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 Health Departments of Nueces 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.

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

6. No sign of any kind shall be displayed to the public view except one non-flashing sign of not more than 150 square feet without the prior written approval of the Committee.

7. 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, dwelling or place of business, either temporarily or permanently.

8. House trailers, buses, trucks or similar vehicles, shall be parked only as and where approved by the Committee. No vehicles shall be parked on the paved portion of any street abutting any tract.

9. No tract shall be used or maintained as a dumping ground for rubbish or trash.

10. No building material of any kind or character shall be placed or stored upon any tract 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.

11. Garbage shall not be kept except 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 the beach of the Gulf of Mexico.

12. No clotheslines may be placed where they would be visible either from a street or the beach of the Gulf of Mexico. 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.

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

14. Construction must begin within three (3) months after the approval of the plans by the Committee. Completion of such improvements must take no longer than eighteen (18) 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 limits.

IV. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

1. Facing: All improvements on any tract shall be constructed so as to face the front tract line, as designated in the conveyance out of Owner, unless approved otherwise by the Committee.

2. Foundations: The foundation of all improvements must be enclosed at the perimeter with masonry or wood construction which is in harmony with the remainder of the main building.

3. 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 tract must be in keeping with the general architectural design of the main structure and other structures in the subdivision and must extend to the ground. Asbestos may be used only as approved by the Committee.

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

5. Fences or Walls: No fence or wall shall be erected, placed, altered or maintained on any tract nearer to the front property line than the building line specified in the conveyance out of Owner. No fence shall be constructed higher than six feet (6'); unless approved by the Committee, and all fences shall be subject to approval by the Committee.

6. Building Lines: All buildings and improvements of any nature whatsoever must be constructed within the building lines specified with respect to each such tract on the plat of said addition and in the conveyance of such tract out of Owner; except that, with the prior approval of the Committee, minor improvements, such as fences, screening materials, sidewalks, driveways and open parking, may be constructed between the building lines and the property lines.

7. Design and Quality: All improvements constructed shall be of a design and quality of construction to withstand wind loads of forty (40) pounds per square foot so as not to cause undue hazard to neighboring structures.

8. Upkeep: The purchaser of any tract shall keep the weeds out of the particular tract owned by him and shall not permit the accumulation of trash, rubbish or other unsightly articles on the premises, the easement or in the 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 tracts cleaned to comply with the above and any reasonable expense incurred in doing the same shall be paid by the owner of the respective tract.

V. 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 tract, hereby binds itself, its assigns and each successor owner, as follows:

1. At such time as any of the common areas in Padre 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 proper 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, hereafter called "Maintenance Fund", there is hereby imposed upon each tract an annual maintenance charge which shall not exceed: three-fourths of one cent (\$.0075) per square foot of each tract designated for use as a hotel site in accordance with the terms of Part III hereof; one cent (\$.01) per square foot of each tract so designated for use as an apartment site; and, one-half of one cent (\$.005) per square foot of each tract so designated for use as a neighborhood business site. 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 the beneficial owner of each tract. The maintenance charge hereby imposed shall not apply to Owner, or to tracts 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 tracts and/or owners of tracts 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 V. Such pooled maintenance fund may be expended by the Trustee for the general benefit and common good of the various sections or units of Padre Island-Corpus Christi paying into such fund, without 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; for developing, improving and maintaining any and all of the common areas which the owners and/or occupants of tracts 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; and, for financing expenditures provided for in paragraph 5 of Part VI below. It is agreed and understood that the judgment of the Trustee, as 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 lien in favor of Trustee, as custodian and administrator of the Maintenance Fund, which lien is placed and imposed upon each tract subject to such charge. There is hereby granted unto the Trustee an express lien against each tract to secure all obligations of the owner or owners of said tract imposed upon such owner, or tract, 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, deeds of trust and encumbrances whatsoever given to secure the purchase price of the tract or any part thereof, or given to any bank, savings and loan 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 buildings or any other improvements whatsoever on any portion of the tract, 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 tract, should it deem it

advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract.

Without diminishing the personal obligations of any owner for any sum imposed under the terms hereof, the lien hereby granted upon any tract shall not secure any sum in excess of 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.

6. Any person negligently or willfully damaging or destroying all of any portion of the common areas, including the bulkheads and tie backs, shall be responsible to the Trustee for damages, and the Trustee shall use any funds collected 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 rights, title 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 V to: (a) a non-profit 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.

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

VI. SEAWALL MAINTENANCE AGREEMENT

Each tract upon which Owner has constructed, or will construct, one or more seawalls shall be subject to the following special provisions:

1. After the initial construction of any such seawall by Owner, the owner of each tract shall be responsible for and shall bear the cost of maintenance, repair or replacement of the seawall, or seawalls, located upon his tract.

2. The owner of each such tract shall continuously maintain the condition of such seawall, or seawalls, in a state of repair equal to the original condition of such seawall as constructed and installed by Owner.

3. The owner of each tract shall repair and/or replace all or any portion of a seawall located upon owner's property which becomes damaged or destroyed, as determined by the Committee, within sixty (60) days after written notification thereof by the Committee.

4. In the event that a dispute arises with respect to whether an owner of a tract is properly maintaining all or any portion of a seawall in accordance with the terms hereof, the decision of the Committee with respect thereto shall be final and binding upon all parties.

5. If any owner does not maintain all, or any portion, of a seawall situated on his tract in the condition specified in paragraph 2 of this Part VI, and does not repair or replace same within such sixty day period after notification by the Committee, as provided in paragraph 3 of this Part VI, the Committee, at its election, may request the Trustee to repair and/or replace all or any portion of a seawall which the Committee deems to be damaged or destroyed within the intent and scope of this Part VI and any sums so expended by the Trustee shall be the personal obligation of the owner of such tract; shall bear interest at the rate of ten per cent (10%) per annum from the date expended; and such sum, plus such interest, together with court costs and reasonable attorneys' fees, if any, shall be secured by an express lien against such tract in favor of the Trustee, which lien shall be effective upon the filing by the Trustee of a lien affidavit setting forth the principal amount of the lien and a description of the property affected. Said lien shall be superior to any and all liens filed subsequent to the filing of such lien affidavit and 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, deeds of trust and encumbrances whatsoever given to secure the purchase price of the tract or any part thereof, or given to any bank, savings and loan 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 buildings or any other improvements whatsoever on any portion of the tract, 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.

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 tracts in said Section A 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 Nueces County, Texas, 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. AMENDMENT

At any time, the owners of the legal title to 51% of the surface area of such Section A (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, except that, prior to the expiration of fifteen (15) years from date hereof, Part V hereof cannot be amended without the written consent of Owner.

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 tract, 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 tract. 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 tract 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 tract, or Trustee, its successors and assigns, shall have the right to enforce observance 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 tract out of said Section A 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. DEDICATION

This instrument of dedication relates to and affects only Padre Island-Corpus Christi, Section A, above described, save and except Tract B of Block 42, and shall not affect any other property.

Dated December 20, 1967.



ATTEST:

Bartholomew O'Neal
Assistant Secretary

PADRE ISLAND INVESTMENT CORPORATION

By: Ben D. Marks
Ben D. Marks, President



ATTEST:

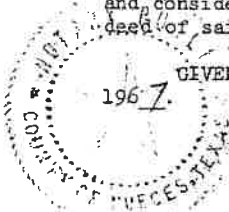
W. W. Williams

CORPUS CHRISTI STATE NATIONAL BANK

By: W. W. Williams

THE STATE OF TEXAS
COUNTY OF NUECES

BEFORE ME, the undersigned authority, on this day personally appeared Ben D. Marks, known to me to be the person whose name is subscribed to the foregoing 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.

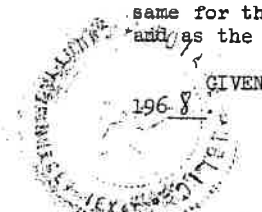


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of December, 1967.

J. W. Gory
Notary Public in and for Nueces County, Texas.

THE STATE OF TEXAS
COUNTY OF NUECES

BEFORE ME, the undersigned authority, on this day personally appeared H. H. Kirk, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President 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 said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of February, 1968.

Maria Daniels
Notary Public in and for Nueces County, Texas.

MARIA DANIELS
Notary Public in and for Nueces County, Texas.

Filed For Record
At 3:55 O'clock P. M.

FEB 23 1968

MRS. HENRY E. GOUGER
County Clerk, Nueces County, Texas
H. E. Hamilton

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STATE OF TEXAS
COUNTY OF NUECES
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED in the Volume and Page of the named RECORDS of Nueces County, Texas, as stamped hereon by me, on
FEB 26 1968
COUNTY CLERK, NUECES COUNTY, TEXAS
COMPARED

Transcribed by Sharon Hill
100 Haven Blvd.

THE STATE OF TEXAS I
COUNTY OF NUECES I

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WHEREAS, Edmundson Investment Company, a Texas corporation (herein called "Edmundson") is the owner of Lots 18, 19 and the North 1/2 of Lot 20, Block 45, Padre Island-Corpus Christi, Section A, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, page 97, Map Records of Nueces County, Texas, more particularly described by metes and bounds in the attached Exhibit "A" (herein called "Property"); and

WHEREAS, heretofore, Padre Island Investment Corporation, a Texas corporation (herein called "Padre") by deed dated June 20, 1968, recorded in Volume 1282, page 252, of the Deed Records of Nueces County, Texas, conveyed the Property, along with other property described in such deed, to Edgar J. Uihlein, III (herein called "Deed"); and

WHEREAS, in the Deed Padre imposed upon the property conveyed thereby the following restrictions (herein called "Restrictions"):

"9. The following parking requirements shall be imposed upon the subject property:

Two (2) parking spaces shall be provided for each three (3) dwelling units.

10. The subject property, and each tract into which the subject property may be subdivided, shall contain a minimum area of five hundred (500) square feet per dwelling unit.

11. No building on the subject property, or any tract into which the subject property may be subdivided, may exceed three stories or 45 feet in height, unless: (a) the area of such tract shall not be less than one-half (1/2) the floor area of the building or buildings constructed thereon; and (b) no more than fifty per cent (50%) of such tract is occupied by a building or buildings.

12. The primary improvements constructed upon the subject property, and any tract into which the subject property may be subdivided, shall front upon the abutting street or the Gulf of Mexico."; and

WHEREAS, Edmundson desires to construct certain improvements on the Property according to certain plans and specifications dated July 19, 1972, prepared by John Gibb Fraser, Architect, entitled "Red Carpet Inn, a motor inn for Padre Island, Texas", which plans and specifications as submitted were approved by Padre (herein called "Plans and Specifications"); and

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WHEREAS, Padre desires to waive the Restrictions to the extent that the Restrictions may conflict with the construction of the improvements upon the Property, provided such improvements are constructed in accordance with Plans and Specifications approved by Padre; and

WHEREAS, Corpus Christi Title Company (herein called "CC Title") is issuing a mortgagee's title policy in connection with the construction loan for construction of such improvements on the Property and, as a condition of issuing such mortgagee's title policy, has requested that the Restrictions be waived by Padre to the extent the Restrictions conflict with the construction of the improvements on the Property according to the Plans and Specifications.

NOW, THEREFORE, Padre for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby expressly waive Padre's right to enforce the Restrictions insofar as they may conflict with the improvements to be constructed by Edmundson on the Property in accordance with the Plans and Specifications approved by Padre. Padre further agrees that it will not now or at any time in the future attempt in any manner to enforce the Restrictions and does hereby relinquish and release any claim to which Padre may be entitled for the enforcement of the Restrictions with respect to the improvements constructed on the Property according to the Plans and Specifications. Padre further agrees that if it were not for the execution of this instrument that the proposed mortgagee's title policy would not be issued by CC Title and the construction of the improvements upon the Property according to the Plans and Specifications would not be undertaken by Edmundson.

DATED this 3rd day of November, 1972.



James S. Bader
Attest Secretary

PADRE ISLAND INVESTMENT CORPORATION

By *David A. ...*
President

1305 MAR 1941

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THE STATE OF TEXAS I
COUNTY OF NUECES I

333464

AMENDMENT

WHEREAS, by instruments entitled "Protective Covenants and Landowners' Agreement", dated and recorded in the Deed Records of Nueces 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 Nueces 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 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 or duties of the Committee"; and

WHEREAS, Padre 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 established 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 designate Charles W. Terrell, Marvin M. Mesirov 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. Mesirov 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.

WOLL 365 PAGE 1942

Except as herein expressly provided the Agreements are not modified
or amended in any manner.

DATED this 19th day of December, 1973.



PADRE ISLAND INVESTMENT CORPORATION

By Charles W. Terrell
President

By Shirley A. Andrews
Notary Public Secretary

MEMBERS:

Charles W. Terrell
Charles W. Terrell

Marvin M. Mesirov
Marvin M. Mesirov

David M. Wilson
David M. Wilson

AGENT AND REPRESENTATIVE:

Gene Graham
Gene Graham

THE STATE OF TEXAS I
COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared Charles W. Terrell, known to me to be the person whose name is subscribed to the foregoing instrument as President of Padre Island Investment Corporation, a Texas 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 19th day of December, 1973.

Patricia D. King
Notary Public in and for Nueces County,
Texas

My Commission Expires: June 1, 1975

DEED RECORDS

VOL 1462 PAGE 1009

not 1305 MAR 1943

DEED RECORDS
Vol 1452 Page 1910

THE STATE OF TEXAS I
COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared
CHARLES W. TERRELL, 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 19th day of December
1973.

Patricia D. King
Notary Public in and for Nueces County,
T e x a s

My Commission Expires: June 1, 1975

THE STATE OF TEXAS I
COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared
MARVIN M. MESIROW, 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 19th day of December
1973.

Patricia D. King
Notary Public in and for Nueces County,
T e x a s

My Commission Expires: June 1, 1975

THE STATE OF TEXAS I
COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared
DAVID M. WILSON, 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 19th day of December
1973.

Patricia D. King
Notary Public in and for Nueces County,
T e x a s

My Commission Expires: June 1, 1975

6011305 JUDGE 1944

THE STATE OF TEXAS I

COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared GENE GRAHAM, 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 17th day of December 1973.

Patricia D. King
Notary Public in and for Nueces County,
Texas

My Commission Expires: June 1, 1973

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:

<u>Subdivision Unit</u>	<u>Volume</u>	<u>Page No.</u>
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

305 1946

<u>Subdivision Unit</u>	<u>Volume</u>	<u>Page No.</u>
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	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

EXHIBIT B

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	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	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

ROLL 305 PAGE 1948

Subdivision Unit	Volume	Page No.
Padre Island-Corpus Christi, Point Tesoro Unit 5	38	32
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

STATE OF TEXAS
COUNTY OF NUECES

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

DEC 27 1973



COUNTY CLERK,
NUECES COUNTY, TEXAS

GF No. Misc.

(106,178 RC)

933464

AMENDMENT

PROOFED

Padre Island Investment Corp.

TO

The Public

FILED FOR RECORD

DEC 26 4 14 PM '73

Mr. Henry Young
COUNTY CLERK, NUECES COUNTY TEX.

DEED RECORDS
VOL 1482 PAGE 1015

Return to: USLIFE Title Co.

\$8.50

THE STATE OF TEXAS | FIRST AMENDMENT TO PROTECTIVE COVENANTS AND
COUNTY OF NUECES | LANDOWNER'S AGREEMENT
PADRE ISLAND - CORPUS CHRISTI, SECTION A

WHEREAS, by instrument entitled "Protective Covenants and Landowner's Agreement Padre Island - Corpus Christi, Section A" dated December 20, 1967, recorded in Volume 1258, Page 215 of the Deed Records of Nueces County, Texas (the "Protective Covenants"), Padre Island Investment Corporation as Declarant imposed certain restrictions upon the use of the land therein described (the "Subdivision"); and

WHEREAS, the undersigned constitute the owners of the legal title to more than fifty-one percent (51%) of the surface area of the subdivision (as shown the records of Nueces County, Texas); and

WHEREAS, it is acknowledged that the Padre Isles Property Owners Association, Inc. (hereinafter referred to as the "Association") has assumed the duties of Trustee; and

WHEREAS, it is acknowledged that a seawall has now been constructed on the easterly side of the lots which adjoin the Gulf of Mexico in the Subdivision; and

WHEREAS, it is the intent and desire of such owners to amend Article VI of the Protective Covenants as herein set forth;

NOW THEREFORE, the undersigned hereby amend Article VI of the Protective Covenants (which Article is entitled "Seawall Maintenance Agreement") by deleting in its entirety such Article VI as now written and substituting for such Article VI the following:

VI. SEAWALL MAINTENANCE AGREEMENT

Each tract or lot upon which the seawall has been constructed ("Seawall Tract") shall be subject to the following special provisions:

1. In order to provide and establish a fund for the proper maintenance of the seawall (the "Seawall Maintenance Fund"), there is hereby imposed upon each Seawall Tract a Seawall Maintenance Fee. The total amount of the Seawall Maintenance Fees to all owners of Seawall Tracts shall be determined by the Seawall Committee (established pursuant to paragraph 7 of this Agreement), and assessed from time to time as determined by the Committee and such fee shall be borne by the owners of each Seawall Tract subject to assessment for the Seawall Maintenance Fee in the ratio that the front footage of each such owner's tract bears to the aggregate front footage of the tracts of all owners subject to such maintenance fee. In addition to the Seawall Maintenance Fee, there is hereby imposed an Additional Maintenance Fee which shall be paid to the general fund of the Padre Isles Property Association equal to seventy-five cents (\$0.75) per linear foot of an improved Seawall Tract and thirty-five cents (\$0.35) per linear foot of an unimproved Seawall Tract and which shall be billed annually by the Padre Isles Property Owners Association.

An improved tract is defined herein to mean one upon which an above-ground structure shall have been completed. Such Additional Maintenance Fee shall be in lieu of the charge made pursuant to Article V, which charge in Article V shall be levied only against lots other than Seawall Tracts. The Additional Maintenance Fee hereby imposed shall not apply or be assessed against Declarant, or against tracts to which Declarant owns both the record and beneficial title.

2. The Association shall maintain a separate bank account for the Seawall Maintenance Fund, and shall use such Fund or any part thereof only for and in connection with improving, maintaining, and repairing such seawall and to discharge all costs and expenses reasonably related thereto, including but not limited to the payment of insurance premiums for a policy or policies insuring the seawall against damage. Checks drawn against such fund shall require at least two signatures, one by a representative of the Seawall Committee and one by a representative of the Association. It is agreed and understood that the Association as custodian and administrator of the Seawall Maintenance Fund shall be governed by the instructions of the Seawall Committee pursuant to paragraph 7 (d) below but that when acting in good faith actions of the Association in carrying out such instructions shall be binding, final and conclusive upon all parties in interest. The Association shall receive nominal compensation for acting as custodian and administrator of the Seawall Maintenance Fund. The Association shall not be liable or responsible to any person or persons for failure or inability to collect the maintenance charges or any part thereof from any person or persons.

3. Any person negligently or willfully damaging or destroying all or any part of the seawall, shall be responsible to the Association for damages, and any funds collected by claim, lawsuit or settlement agreement growing out of such damage or destruction shall become part of the Seawall Maintenance Fund.

4. In the event that the seawall or any portion thereof is damaged or destroyed, and the Seawall Maintenance Fund together with funds available from insurance, if any, are, at that time, insufficient to repair or replace the seawall, the Association shall assess the owners of the Seawall Tracts an amount sufficient to cover such deficiency. Any such assessment shall be assessed against the owner of each Seawall Tract in the same proportion that each such Seawall Tract contributes to the aggregate Seawall Maintenance Fee.

5. Each owner of Seawall Tract shall be personally liable for any Seawall and Additional Maintenance Fees (where assessable) and any assessments which shall have accrued or become due during his ownership of such Seawall Tract. The payment of the Seawall and Additional Maintenance Fees hereby imposed and any assessments made under paragraph 4 shall be secured by an express lien in favor of the Association, which lien is placed and imposed upon each Seawall Tract. There is hereby granted unto the Association an express lien against each Seawall Tract to secure all obligations of the owner or owners of said tract imposed upon such owner, or tract, 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, deeds of trust and encumbrances whatsoever given to secure the purchase price of the tract or any part thereof, or given to any bank, savings and loan 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 buildings or any other improvements whatsoever on any portion of the tract, or acquiring any note or other evidence of indebtedness previously made for 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 or any lien or deed or trust given for the purposes of securing

any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any tract, should it deem advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract.

6. The Association shall have, and it is hereby granted, the full right, power and authority to convey all of its rights, title and interest in and to the seawall and the Seawall 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 for the purpose of maintaining the seawall; or (b) a public or quasi-public corporation or entity with the power to tax such as a city, county or a public district having such powers. All references to the "Association" in this part VI shall apply with equal force and effect to any successor in interest to the Association.

7. (a) There is hereby established a committee composed of representatives of the owners of the Seawall Tracts. Each such owner shall designate in writing to the Association one representative to the committee ("Seawall Committee"), which representative may be changed from time to time by each owner in the same manner.

(b) Each representative shall have the percentage of the total vote of the Seawall Committee equal to the percentage of the total lineal feet of the seawall located on the Seawall Tract of such representative.

(c) The purpose of the Seawall Committee shall be to decide all matters relating to this Seawall Maintenance Agreement including but not limited to determining the aggregate amount of the annual Seawall Maintenance Fee based upon an annual budget adopted by the Committee, and the making of expenditures from the Seawall Maintenance Fund.

(d) Notwithstanding any other provision hereof, the Association shall follow and be bound by the decisions of the Seawall Committee on all matters with respect to this Seawall Maintenance Agreement, and shall carry out the Seawall Committee's instructions with respect thereto.

8. This agreement may be executed in counterpart.

DATED this 11th day of August, 1983.

FINANCIAL CORPORATION OF AMERICA

By: Edward Marks
Edward Marks
Its: Executive Vice President

THE STATE OF California

COUNTY OF Los Angeles

This instrument was acknowledged before me on August 11, 1983,
1983 by Edward Marks.



Hope M. St. Amant
Notary Public, State of

Hope M. St. Amant
(Printed or typed name of notary)

September 19, 1983
My commission expires

any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any tract, should it deem advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract.

6. The Association shall have, and it is hereby granted, the full right, power and authority to convey all of its rights, title and interest in and to the seawall and the Seawall 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 for the purpose of maintaining the seawall; or (b) a public or quasi-public corporation or entity with the power to tax such as a city, county or a public district having such powers. All references to the "Association" in this part VI shall apply with equal force and effect to any successor in interest to the Association.

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(b) Each representative shall have the percentage of the total vote of the Seawall Committee equal to the percentage of the total lineal feet of the seawall located on the Seawall Tract of such representative.

(c) The purpose of the Seawall Committee shall be to decide all matters relating to this Seawall Maintenance Agreement including but not limited to determining the aggregate amount of the annual Seawall Maintenance Fee based upon an annual budget adopted by the Committee, and the making of expenditures from the Seawall Maintenance Fund.

(d) Notwithstanding any other provision hereof, the Association shall follow and be bound by the decisions of the Seawall Committee on all matters with respect to this Seawall Maintenance Agreement, and shall carry out the Seawall Committee's instructions with respect thereto.

8. This agreement may be executed in counterpart.

DATED this 4th day of June, 1983.

Albert Vickers MD, President

Gulfstream Council of CoOwners, Inc.

THE STATE OF TEXAS }

COUNTY OF NUECES }

This instrument was acknowledged before me on June 4, 1983 by Albert Vickers M.D. President.

Genevieve Strickland
Notary Public, State of Texas

Genevieve Strickland
(Printed or typed name of notary)

3/31/85
My commission expires



Roll 868 PAGE 1026

any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any tract, should it deem advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract.

6. The Association shall have, and it is hereby granted, the full right, power and authority to convey all of its rights, title and interest in and to the seawall and the Seawall 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 for the purpose of maintaining the seawall; or (b) a public or quasi-public corporation or entity with the power to tax such as a city, county or a public district having such powers. All references to the "Association" in this part VI shall apply with equal force and effect to any successor in interest to the Association.

7. (a) There is hereby established a committee composed of representatives of the owners of the Seawall Tracts. Each such owner shall designate in writing to the Association one representative to the committee ("Seawall Committee"), which representative may be changed from time to time by each owner in the same manner.

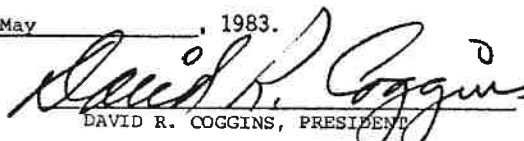
(b) Each representative shall have the percentage of the total vote of the Seawall Committee equal to the percentage of the total lineal feet of the seawall located on the Seawall Tract of such representative.

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(d) Notwithstanding any other provision hereof, the Association shall follow and be bound by the decisions of the Seawall Committee on all matters with respect to this Seawall Maintenance Agreement, and shall carry out the Seawall Committee's instructions with respect thereto.

8. This agreement may be executed in counterpart.

DATED this 20th day of May, 1983.


DAVID R. COGGINS, PRESIDENT
PADRE ISLAND INVESTMENT CORPORATION

THE STATE OF TEXAS }

COUNTY OF NUECES }

This instrument was acknowledged before me on May 20, 1983 by David R. Coggins.




Notary Public, State of Texas

SANDRA B. MCNORTON
(Printed or typed name of notary)

April 7, 1985
My commission expires

The undersigned, being a lien holder on a portion of the land in the Subdivision, hereby executes this amendment to acknowledge its concurrence with the terms of this amendment.

Westinghouse Credit Corporation

By: William H. Fennell
William H. Fennell

THE STATE OF PENNSYLVANIA |

COUNTY OF ALLEGHENY |

This instrument was acknowledged before me on May 26 1983 by William H. Fennell of Westinghouse Credit Corporation, a corporation, on behalf of said corporation.

Bonnie L. Jacquet
Notary Public, State of Pennsylvania

Bonnie L. Jacquet
(Printed or typed name of notary)
BETHEL PARK BORO, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JUNE 27, 1987
My commission expires of Notaries



The undersigned, being a lien holder on a portion of the land in the Subdivision, hereby executes this amendment to acknowledge its concurrence with the terms of this amendment.

David R. Coggins
Padre Island Investment Corporation
BY: DAVID R. COGGINS, PRESIDENT

William H. Fennell
Westinghouse Credit Corporation
William H. Fennell, Manager
By: Loan Administration
Business Financing Group

THE STATE OF TEXAS ☒
COUNTY OF NUECES ☒

This instrument was acknowledged before me on October 7, 1983 by David R. Coggins, President of Padre Island Investment Corporation a corporation, on behalf of said corporation.



Sandra B. McNorton
Notary Public, State of Texas

Sandra B. McNorton
(Printed or typed name of notary)

4/7/85
My commission expires

THE STATE OF PENNSYLVANIA ☒
COUNTY OF ALLEGHENY ☒

This instrument was acknowledged before me on October 11, 1983, 1983 by William H. Fennell of Westinghouse Credit Corporation, a corporation, on behalf of said corporation.

Bonnie L. Jacquel
Notary Public
Bonnie L. Jacquel
(Printed or typed name of notary)

My Commission Expires

BONNIE L. JACQUEL, NOTARY PUBLIC
BETHEL PARK BORO, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JUNE 27, 1987
Member, Pennsylvania Association of Notaries



any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any tract, should it deem advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract.

6. The Association shall have, and it is hereby granted, the full right, power and authority to convey all of its rights, title and interest in and to the seawall and the Seawall 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 for the purpose of maintaining the seawall; or (b) a public or quasi-public corporation or entity with the power to tax such as a city, county or a public district having such powers. All references to the "Association" in this part VI shall apply with equal force and effect to any successor in interest to the Association.

7. (a) There is hereby established a committee composed of representatives of the owners of the Seawall Tracts. Each such owner shall designate in writing to the Association one representative to the committee ("Seawall Committee"), which representative may be changed from time to time by each owner in the same manner.

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(d) Notwithstanding any other provision hereof, the Association shall follow and be bound by the decisions of the Seawall Committee on all matters with respect to this Seawall Maintenance Agreement, and shall carry out the Seawall Committee's instructions with respect thereto.

8. This agreement may be executed in counterpart.

DATED this 16th day of August, 1983.

B.M.A. Properties, Inc.
B.M.A. Properties, Inc.

by Lloyd W. Coker, President
Lloyd Coker, President

MISSOURI
THE STATE OF ~~TEXAS~~
JACKSON
COUNTY OF ~~NEEGES~~

This instrument was acknowledged before me on August 16, 1983 by Lloyd W. Coker.



Karen Fielder
Notary Public, State of ~~Texas~~ MISSOURI
KAREN FIELDER
Notary Public, State of Missouri
Commissioned in Cass County
(Printed on typed name 1987 notary)

6/4/87
My commission expires

any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any tract, should it deem advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract.

6. The Association shall have, and it is hereby granted, the full right, power and authority to convey all of its rights, title and interest in and to the seawall and the Seawall 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 for the purpose of maintaining the seawall; or (b) a public or quasi-public corporation or entity with the power to tax such as a city, county or a public district having such powers. All references to the "Association" in this part VI shall apply with equal force and effect to any successor in interest to the Association.

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(b) Each representative shall have the percentage of the total vote of the Seawall Committee equal to the percentage of the total lineal feet of the seawall located on the Seawall Tract of such representative.

(c) The purpose of the Seawall Committee shall be to decide all matters relating to this Seawall Maintenance Agreement including but not limited to determining the aggregate amount of the annual Seawall Maintenance Fee based upon an annual budget adopted by the Committee, and the making of expenditures from the Seawall Maintenance Fund.

(d) Notwithstanding any other provision hereof, the Association shall follow and be bound by the decisions of the Seawall Committee on all matters with respect to this Seawall Maintenance Agreement, and shall carry out the Seawall Committee's instructions with respect thereto.

8. This agreement may be executed in counterpart.

DATED this 10 day of August, 1983.

Fritz Holcomb
Fritz Holcomb, General Manager

Seawall Maintenance
Holcomb - Low - N. Padre Island

THE STATE OF TEXAS |

COUNTY OF NUECES |

This instrument was acknowledged before me on August 10, 1983 by Fritz Holcomb.

Mary Ellen Cardinale
Notary Public, State of Texas

Mary Ellen Cardinale
(Printed or typed name of notary)

Nov. 17, 1986
My commission expires



any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any tract, should it deem advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract.

6. The Association shall have, and it is hereby granted, the full right, power and authority to convey all of its rights, title and interest in and to the seawall and the Seawall 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 for the purpose of maintaining the seawall; or (b) a public or quasi-public corporation or entity with the power to tax such as a city, county or a public district having such powers. All references to the "Association" in this part VI shall apply with equal force and effect to any successor in interest to the Association.

7. (a) There is hereby established a committee composed of representatives of the owners of the Seawall Tracts. Each such owner shall designate in writing to the Association one representative to the committee ("Seawall Committee"), which representative may be changed from time to time by each owner in the same manner.

(b) Each representative shall have the percentage of the total vote of the Seawall Committee equal to the percentage of the total lineal feet of the seawall located on the Seawall Tract of such representative.

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(d) Notwithstanding any other provision hereof, the Association shall follow and be bound by the decisions of the Seawall Committee on all matters with respect to this Seawall Maintenance Agreement, and shall carry out the Seawall Committee's instructions with respect thereto.

8. This agreement may be executed in counterpart.

DATED this 4 day of October, 1983. M. C. Building Corporation

R. Durden
R. Durden

THE STATE OF TEXAS }

COUNTY OF NUECES }

This instrument was acknowledged before me on October 4th, 1983
1983 by R. Durden



Jacqueline Lemmon Svoboda
Notary Public, State of Texas

JACQUELINE LEMMON SVOBODA
(Printed or typed name of notary)

9/21/87
My commission expires

any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any tract, should it deem advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract.

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(d) Notwithstanding any other provision hereof, the Association shall follow and be bound by the decisions of the Seawall Committee on all matters with respect to this Seawall Maintenance Agreement, and shall carry out the Seawall Committee's instructions with respect thereto.

8. This agreement may be executed in counterpart.

DATED this 10 day of JUNE, 1983.

William B. Miller
William B. Miller

THE STATE OF TEXAS |

COUNTY OF NUECES |

This instrument was acknowledged before me on 10 June, 1983 by Wm. B. Miller.



Davis J. Price
Notary Public, State of Texas

DOVIE J. PRICE

(Printed or typed name of notary)

My Commission Expires

3-16-85
My commission expires

any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any tract, should it deem advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract.

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8. This agreement may be executed in counterpart.

DATED this 20 day of MAY, 1983.

PORTLAND COUNCIL OF CO-OWNERS

L.A. Nikolovic

Lambert Christy

L.A. Nikolovic, President

THE STATE OF TEXAS }

COUNTY OF NUECES }

This instrument was acknowledged before me on May 20 1983,
1983 by L.A. Nikolovic.

Mary Ellen Cardinale
Notary Public, State of Texas

Mary Ellen Cardinale
(Printed or typed name of notary)

11-17-86
My commission expires

any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any tract, should it deem advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract.

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(d) Notwithstanding any other provision hereof, the Association shall follow and be bound by the decisions of the Seawall Committee on all matters with respect to this Seawall Maintenance Agreement, and shall carry out the Seawall Committee's instructions with respect thereto.

8. This agreement may be executed in counterpart.

DATED this 12th day of August, 1983.

Homecraft Land Development, Inc.

By: [Signature]
John Ragsdale, Vice President

THE STATE OF TEXAS }

COUNTY OF NUECES }

This instrument was acknowledged before me on August 12th, 1983 by John Ragsdale.

[Signature]
Notary Public, State of Texas

Loretta Dieter
(Printed or typed name of notary)

11/19/84
My commission expires

any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Association, with respect thereto. The Association may release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any tract, should it deem advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract.

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(d) Notwithstanding any other provision hereof, the Association shall follow and be bound by the decisions of the Seawall Committee on all matters with respect to this Seawall Maintenance Agreement, and shall carry out the Seawall Committee's instructions with respect thereto.

8. This agreement may be executed in counterpart.

DATED this 25th day of May, 1983.

Marguerite T. D'Ambrogio
Marguerite T. D'Ambrogio
President Board of Directors - Island House
Council of Co-Owners, Inc.
President Board of Directors - Island House
Council of Co-Owners, Inc.

THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on May 25
1983 by Charlene Poter

Charlene Poter
Notary Public, State of Texas

Charlene Poter
(Printed or typed name of notary)

10-15-84
My commission expires

347375 ✓

FILED FOR RECORD

NOV 7 2 49 PM '83

Merion Chelinger
VERA

COUNTY CLERK NUECES COUNTY TX

COMPARED

ROLL 868 IMAGE 1036

3/00

*Padre (Piles) Property
Owners Association
14015 Fortuna Bay
Dr.
78448*

STATE OF TEXAS }
COUNTY OF NUECES }

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

NOV 7 1983



Merion Chelinger
COUNTY CLERK
NUECES COUNTY, TEXAS

DEED RECORDS

VOL 1893 PAGE 1039

THE STATE OF TEXAS §
 §
COUNTY OF NUBCES §

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, ARCHITECTURAL 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 Committee", 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:

So much of the first sentence of Paragraph 5 as reads: "5. The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction...." is changed to read: "The Committee shall have the right and authority to waive, modify, alter, or approve any term, condition or restriction, except 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 final 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 OCTOBER, 1992.

ATTEST:

PADRE ISLES PROPERTY OWNERS
ASSOCIATION, INC.

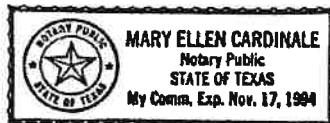

Robert J. Southard Secretary

BY 
William F. Goin President

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM F. GOIN, 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.



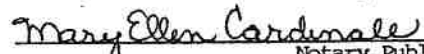

Notary Public

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:

<u>Subdivision Unit</u>	<u>Volume</u>	<u>Page No.</u>
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

<u>Subdivision Unit</u>	<u>Volume</u>	<u>Page No.</u>
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	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

EXHIBIT B

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:

<u>Subdivision Unit</u>	<u>Volume</u>	<u>Page No.</u>
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	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	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

<u>Subdivision Unit</u>	<u>Volume</u>	<u>Page No.</u>
Padre Island-Corpus Christi, Point Tesoro Unit 5	38	32
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

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

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

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

OCT 26 1992



Ernest M. Briones
COUNTY CLERK
NUECES COUNTY, TEXAS

COMPARED

17 1/2 Return To:
Padre Isles Property Owners Association, Inc.
14015 Fortuna Bay Drive
Corpus Christi, Texas 78418

ORIGINAL WAS

DOC# 1996049599

SECOND AMENDMENT TO PROTECTIVE COVENANTS
AND LANDOWNER'S AGREEMENT
PADRE ISLAND - CORPUS CHRISTI, SECTION A

STATE OF TEXAS
COUNTY OF NUECES

§
§
§

KNOW ALL BY THESE PRESENTS:

WHEREAS, by instrument entitled "Protective Covenants and Landowner's Agreement Padre Island - Corpus Christi, Section A" dated December 20, 1967, recorded in Volume 1258, Page 215 of the Deed Records of Nueces County, Texas (the "Protective Covenants"), Padre Island Investment Corporation, as Declarant, imposed certain restrictions upon the use of the land therein described (the "Subdivision"); and

WHEREAS, the undersigned constitute the owners of the legal title to more than fifty-one percent (51%) of the surface area of the Subdivision, as shown on the records of Nueces County, Texas; and

WHEREAS, the Padre Island Property Owner's Association, Inc. (the "Association") remains as the entity possessing the duties of Trustee under the original Protective Covenants; and

WHEREAS, the owners of the legal title to more than fifty-one percent (51%) of the surface area of the Subdivision previously adopted that "First Amendment to Protective Covenants and Landowner's Agreement Padre Island - Corpus Christi, Section A" dated August 11, 1983, and recorded in Volume 1893, Page 1025 of the Deed Records of Nueces County, Texas (the "First Amendment"); and

WHEREAS, it is the intent and desire of the owners to amend Article III and Article VI of the Protective Covenants, as amended by the First Amendment, as herein set forth;

NOW, THEREFORE, THE UNDERSIGNED HEREBY AMEND THE PROTECTIVE COVENANTS AS FOLLOWS:

Section 1. Allow Parking Use. Article III concerning "General Land Use" is amended to add a new Section 15 to said Article to provide as follows:

15. Notwithstanding anything herein to the contrary, for so long as Lots Thirteen (13), Fourteen (14) and Fifteen (15), of Block Forty-Five (45) in the Subdivision are owned by a governmental entity, such Seawall Tracts may be used exclusively for public parking and other public uses in compliance with the terms and conditions of the Texas Natural Resources Code and applicable local laws.

Section 2. Assessments and Pedestrian Easement. Article VI of the Protective Covenants, as amended by the First Amendment, is hereby amended to renumber the existing Section 8 as stated in the First Amendment as new Section 11 and insert the following Sections:

8. In order to provide and establish a one-time assessment and fund for the preservation and protection of the seawall and the Seawall Tracts, there is hereby imposed upon each Seawall Tract a Seawall Parking Lot Acquisition Fee. The total amount of the Seawall Parking Lot Acquisition Fees from all owners of Seawall Tracts shall be \$450,000.00 and shall be assessed on a one-time basis on the date set by the Seawall Committee. The assessment shall be borne by the owners of each Seawall Tract as of December 29, 1996, in the ratio that the front footage of each such owner's tract bears to the aggregate front footage of the tracts of all owners subject to such assessment. The purpose of the assessment shall be to assist the City of Corpus Christi (the "City") in acquiring a public parking facility as required under Section 61.017(c) of the Texas Natural Resources Code, Chapter 593, Acts of the 74th Legislature, Regular Session, 1995, in order to comply with the requirements therein to clear title to the seawall and Seawall Tracts. For the purpose of calculation of the assessment, the three hundred (300) lineal feet of front footage of the Seawall Tract comprising the property being sold to the City shall be excluded. The Seawall Committee shall determine, in its sole discretion, the time at which the assessment shall be made, and the assessments shall be made and paid to the Association within twenty (20) days following notification by the Committee. As an alternative to payment of the assessment in a lump sum, the assessment may be payable on an installment basis upon the execution of a note in the principal amount of the assessment payable to the order of the Association providing for interest at the rate of 8% per annum and equal monthly installments amortizing the total assessment, including interest, over a period of five (5) years. Said note shall further be secured by the liens provided in Section 5 hereof as restated in a Deed of Trust in favor of the Association and executed in a form acceptable to the City. Within twenty-five (25) days following the date of notification of the assessment, the Association shall transfer all assessments collected and transfer any notes and the liens securing same to the City, such funds to be deposited in the City's Seawall Parking Lot Acquisition Account.
9. Notwithstanding anything herein to the contrary, any Seawall Tract owned by a governmental entity shall not be subject to assessments for the Seawall Maintenance Fund or the Additional Maintenance Fees as provided herein. Such governmental entity, as the owner of a Seawall Tract, shall not be entitled to appoint a representative to the Seawall Committee provided above or have any vote in the determination of the need or the amount of any assessment for the Seawall Maintenance Fund or any Additional Maintenance Fees. For the purposes of calculating proportionate expenses for any such assessments and voting rights on the Seawall Committee, the lineal feet of seawall located on the Seawall Tract owned by such governmental entity and the surface area of such Seawall Tract shall be excluded from the determination of percentages.

10. In order to resolve questions of title to the lands occupied by the seawall due to interpretation of the court judgment in Cause #115,340-A styled The State of Texas, et al vs. Padre Island Investment Corporation entered in 1974 in the 28th Judicial District Court of Nueces County, Texas and changes in beach conditions and to comply with the requirements under Section 61.017(c) of the Texas Natural Resources Code, Chapter 593, Acts of the 74th Legislature, Regular Session, 1995, in order to clear title to the seawall and Seawall Tracts, a perpetual easement affording pedestrian, noncommercial use shall exist along and over the entire length of the seawall and adjacent sidewalk, and the owners of each Seawall Tract hereby CONFIRM, GRANT and CONVEY to the City of Corpus Christi for the benefit of the general public an easement for such limited use.

Section 3. Termination of this Amendment. The terms and conditions of this Second Amendment shall continue for so long as Lots Thirteen (13), Fourteen (14) and Fifteen (15), of Block Forty-Five (45) in the Subdivision are owned by the City of Corpus Christi or some other governmental entity. Upon the recordation of any conveyance of said Lots to any party which is not a governmental entity, this Second Amendment shall terminate and be of no further force or effect.

Duly executed in multiple counterparts which collectively shall constitute one agreement amending the Protective Covenants as described above effective as of December 30, 1996.

ASSET DEVELOPMENT CORPORATION

By: C Bert Williams
Name: C BERT WILLIAMS
Title: CHAIRMAN

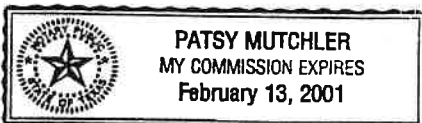
Ref. Tracts C & D
886.96 lineal feet

STATE OF TEXAS

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COUNTY OF NUECES

This instrument was acknowledged before on this 30th day of December, 1996, by C Bert Williams, the Chairman, of ASSET DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.



Patsy Mutchler
Notary Public, State of Texas

EL CONSTANTE CONDOMINIUMS
COUNCIL OF CO-OWNERS, INC.

By: Derrest Williams
Name: DERREST WILLIAMS
Title: VICE PRESIDENT

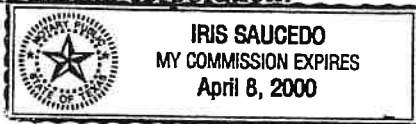
Ref. Lot 1-A
159.5 lineal feet

STATE OF TEXAS

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COUNTY OF NUECES

This instrument was acknowledged before on this 30th day of December, 1996, by DERREST WILLIAMS, the Vice-President, of EL CONSTANTE CONDOMINIUMS COUNCIL OF CO-OWNERS, INC., a Texas corporation, on behalf of said corporation.



I. Saucedo
Notary Public, State of Texas

GULFSTREAM COUNCIL OF CO-OWNERS, INC.

By: _____
Name: _____
Title: _____

Ref. Lot 2-5
400.12 lineal feet

STATE OF TEXAS

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COUNTY OF NUECES

This instrument was acknowledged before on this ____ day of December, 1996, by _____, the _____, of GULFSTREAM COUNCIL OF CO-OWNERS, INC., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

**EL CONSTANTE CONDOMINIUMS
COUNCIL OF CO-OWNERS, INC.**

By: _____
Name: _____
Title: _____

Ref. Lot 1-A
159.5 lineal feet

STATE OF TEXAS

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COUNTY OF NUECES

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This instrument was acknowledged before on this ____ day of December, 1996, by _____, the _____ of EL
CONSTANTE CONDOMINIUMS COUNCIL OF CO-OWNERS, INC., a Texas corporation,
on behalf of said corporation.

Notary Public, State of Texas

**GULFSTREAM COUNCIL OF CO-
OWNERS, INC.**

By: Albert F. Vickers
Name: Albert F. Vickers
Title: President

Ref. Lot 2-5
400.12 lineal feet

STATE OF TEXAS

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§

COUNTY OF ~~NUECES~~ TRAVIS

§

This instrument was acknowledged before on this 18th day of December, 1996, by
Albert F. Vickers, the President of
GULFSTREAM COUNCIL OF CO-OWNERS, INC., a Texas corporation, on behalf of said
corporation.

Jean H. Martin
Notary Public, State of Texas
JEAN H. MARTIN
Notary Public, State of Texas
My Commission Expires 4-14-98

FJM HOLDING, INC.

By: [Signature]
Name: RAYMOND MAIXNER
Title: PRESIDENT

Ref. Lot 6, 7 & N25' of 8
225.01 lineal feet

STATE OF TEXAS

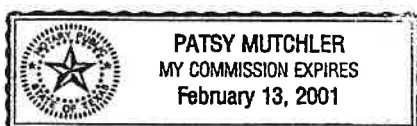
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COUNTY OF NUECES

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This instrument was acknowledged before on this 20th day of December, 1996, by RAYMOND MAIXNER, the PRESIDENT, of FJM HOLDING, INC., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

53-22 PARTNERSHIP

By: JACK SOLKA
Name: Jack Solka
Title: GENERAL PARTNER

Ref. S75' of Lot 8, 9 and N75' of 10
250.01 lineal feet

STATE OF TEXAS

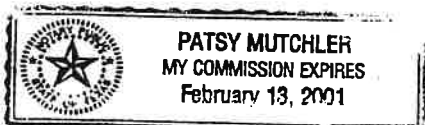
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COUNTY OF NUECES

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This instrument was acknowledged before on this 19th day of December, 1996, by JACK SOLKA, the GENERAL PARTNER of 53-22 PARTNERSHIP, a Texas general partnership, on behalf of said partnership.



[Signature]
Notary Public, State of Texas

PORTOFINO COUNCIL OF CO-OWNERS, INC.

By: *Scott Wright*
Name: Scott Wright
Title: General Manager

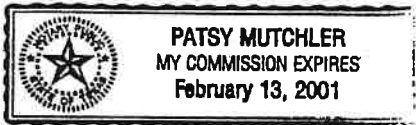
Ref. Lot 16 & 17
200.02 lineal feet

STATE OF TEXAS

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COUNTY OF NUECES

This instrument was acknowledged before on this 19th day of December, 1996, by Scott Wright, the Gen. Mgr., of PORTOFINO COUNCIL OF CO-OWNERS, INC., a Texas corporation, on behalf of said corporation.



Patsy Mutchler
Notary Public, State of Texas

GULF COAST HOSPITALITY, INC.

By: _____
Name: _____
Title: _____

Ref. Lot 18, 19 and N50' of 20
250.01 lineal feet

STATE OF TEXAS

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COUNTY OF NUECES

This instrument was acknowledged before on this ____ day of December, 1996, by _____, the _____, of GULF COAST HOSPITALITY, INC., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

PORTOFINO COUNCIL OF CO-OWNERS, INC.

By: [Signature]
Name: Scott Wright
Title: General Manager

Ref. Lot 16 & 17
200.02 lineal feet

STATE OF TEXAS

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COUNTY OF NUECES

This instrument was acknowledged before on this 19th day of December, 1996, by Scott Wright, the Gen. Mgr., of PORTOFINO COUNCIL OF CO-OWNERS, INC., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

GULF COAST HOSPITALITY, INC.

By: [Signature]
Name: Rakesh Patel
Title: General Manager

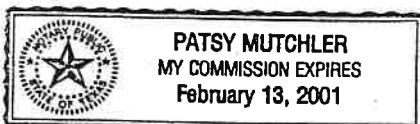
Ref. Lot 18, 19 and N50' of 20
250.01 lineal feet

STATE OF TEXAS

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COUNTY OF NUECES

This instrument was acknowledged before on this 30th day of December, 1996, by Rakesh Patel, the General Manager, of GULF COAST HOSPITALITY, INC., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

Joseph V. McCullough
Joseph V. McCullough

PEDROTTI FAMILY PROPERTIES, LTD.

By: Daniel A. Pedrotti
Daniel A. Pedrotti, General Partner

William B. Miller
William B. Miller

BARIA FAMILY PROPERTIES, LTD.

By: Joseph M. Baria
Joseph M. Baria, General Partner

J. Diana U. Smith
J. DIANA U. SMITH, CO-TRUSTEE, URI FAMILY TRUST

Ref. S50' of Lot 20, 21, 22 and Tract A-1, A-2
957.59 lineal feet

STATE OF TEXAS

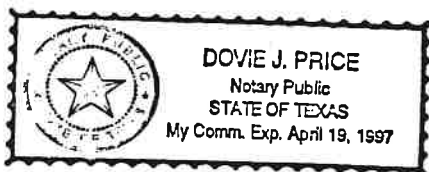
§

COUNTY OF NUECES

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This instrument was acknowledged before on this 20 day of December, 1996, by Joseph V. McCullough.



Dovie J. Price
Notary Public, State of Texas

STATE OF TEXAS

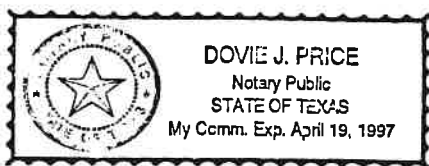
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COUNTY OF NUECES

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This instrument was acknowledged before on this 20 day of December, 1996, by William B. Miller.



Dovie J. Price
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF NUECES

Uri Smith This instrument was acknowledged before on this 24th day of December, 1996, by ^{*Deanna*} ~~Joseph~~
~~J. Uri~~, Trustee of the Uri Family Trust, in the capacity stated.



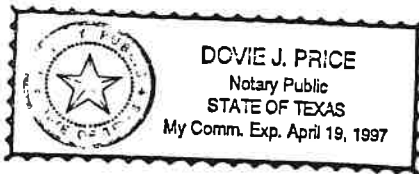
Christy I. Thomas
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF NUECES

This instrument was acknowledged before on this 25th day of December, 1996, by
Joseph Baria, the General Partner, of BARIA
FAMILY PROPERTIES, LTD., a Texas limited partnership, on behalf of said partnership.



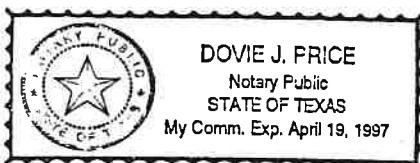
Dovie J. Price
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF NUECES

This instrument was acknowledged before on this 20th day of December, 1996, by
Daniel A. Pedrotti, the General Partner, of PEDROTTI
FAMILY PROPERTIES, LTD., a Texas limited partnership, on behalf of said partnership.



Dovie J. Price
Notary Public, State of Texas

ISLAND HOUSE COUNCIL OF CO-OWNERS, INC.

By: David W. Norton
Name: DAVID W. NORTON
Title: President

Ref. Tract B
260 lineal feet

STATE OF TEXAS

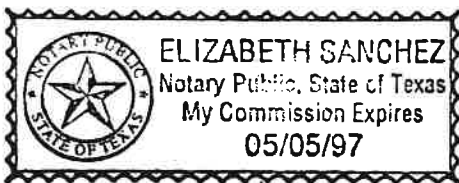
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COUNTY OF NUECES

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This instrument was acknowledged before on this 20th day of December, 1996, by DAVID W. NORTON, the PRESIDENT, of ISLAND HOUSE COUNCIL OF CO-OWNERS, INC., a Texas corporation, on behalf of said corporation.



Elizabeth Sanchez
Notary Public, State of Texas

GULFSHORES JOINT VENTURE

Ref. Lot 1, Block 3
50 lineal feet

STATE OF TEXAS

COUNTY OF NUECES

By: _____

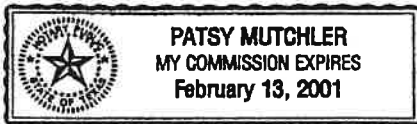
Name: C B WILLIAMS

Title: PRESIDENT

PADRE ISLAND DEVELOPMENT
CORP. MANAGING
(PIDC) PARTN

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§
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This instrument was acknowledged before on this 30th day of December, 1996, by C B WILLIAMS, the President/PIDC/managing partner of GULFSHORES JOINT VENTURE, a Texas joint venture, on behalf of said joint venture.



Patsy Mutchler
Notary Public, State of Texas

Doc# 1996049599
Pages: 12
Date : 12-31-1996
Time : 01:59:58 P.M.
Filed & Recorded in
Official Records
of NUECES County, TX.
ERNEST M. BRIONES
COUNTY CLERK
Rec. \$ 31.00

**AMENDMENT AND WAIVER OF DEED RESTRICTIONS,
PROTECTIVE COVENANTS AND LANDOWNER'S AGREEMENT
PADRE ISLAND - CORPUS CHRISTI, SECTION A**

WHEREAS, by instrument entitled "Protective Covenants and Landowner's Agreement Padre Island - Corpus Christi, Section A" dated December 20, 1967, recorded in Volume 1258, Page 215 of the Deed Records of Nueces County, Texas (the "Protective Covenants"), Padre Island Investment Corporation, as Declarant, imposed certain restrictions upon the use of the land therein described (the "Subdivision"); and

WHEREAS, by instrument entitled "Assignment" dated June 15, 1991, recorded in Volume 1788, Page 729 of the Deed Records of Nueces County, Texas, Padre Island Investment Corporation assigned and transferred to Padre Isles Property Owners Association, Inc. ("PIPOA") all of its powers, rights, liens, responsibilities, duties and authority under the terms of the Protective Covenants; and

WHEREAS, Section 3 of the Protective Covenants provides that each tract shall be used solely for the operation of a hotel, apartment or a neighborhood business or any combination thereof subject to any further conditions or limitations set forth in the conveyance of such tract out of Padre Island Investment Corporation; and

WHEREAS, by deed (the "Deed") dated July 22, 1968, Padre Island Investment Corporation conveyed to Charles D. Fay, Joe E. Fay, Dexter P. Bowen and Inez King the following described property:

Tract C, Block 45, Padre Island - Corpus Christi, Section A, a Subdivision in Nueces County, Texas, as shown by map thereof, recorded in Volume 33, at Pages 97, 98 and 99 of the Map Records in Nueces County, Texas (the "Subject Property"); and

WHEREAS, the Subject Property is restricted by the Protective Covenants and further restricted by terms of the Deed for use as a hotel as defined in the Protective Covenants, among other restrictions; and

WHEREAS, PIPOA and the undersigned owners, constituting the owners of the legal title to more than 51% of the surface area of the Subdivision, desire to terminate all the restrictions on the Subject Property contained in the Deed, except for the Protective Covenants. It is the intent of the parties that the Subject Property remain subject to the Protective Covenants and restrictions for use contained therein for use as a hotel, apartment or a neighborhood business or any combination thereof as defined in the Protective Covenants.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration the undersigned hereby agree as follows:

PIPOA as successor-in-interest to Padre Island Investment Corporation, Trustee, does hereby consent to the termination, waiver and release of the Subject Property from all the restrictions contained in the Deed, except the Protective Covenants which shall continue in effect as covenants running with the land.

To the extent the subject restrictions contained in the Deed have been incorporated into the Protective Covenants, the undersigned hereby amend the Protective Covenants to terminate, waive, and release the Subject Property from all the restrictions contained in the Deed, except the Protective Covenants which shall continue in effect as covenants running with the land.

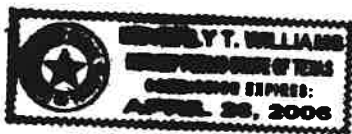
This instrument is duly executed in multiple counterparts which collectively shall constitute one agreement waiving the deed restrictions and amending the Protective Covenants as provided herein on January 16, 2006.

**Padre Isles Property Owners Association,
Inc.**

By: Maurice J. Walker
Name: MAURICE J. WALKER
Title: EXEC. COORDINATOR

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the 16 day of January, 2006, by H. J. WALKER, EXECUTIVE OFF. of Padre Isles Property Owners Association, Inc., known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.



Beverly T. Williams
Notary Public, State of Texas

Island House

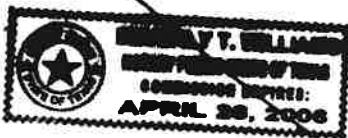
By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF NUECES §

To the extent the subject restrictions contained in the Deed have been incorporated into the Protective Covenants, the undersigned hereby amend the Protective Covenants to terminate, waive, and release the Subject Property from all the restrictions contained in the Deed, except the Protective Covenants which shall continue in effect as covenants running with the land.

This instrument is duly executed in multiple counterparts which collectively shall constitute one agreement waiving the deed restrictions and amending the Protective Covenants as provided herein on January 16, 2006.

Spencer T. Williams



**Padre Isles Property Owners Association,
Inc.**

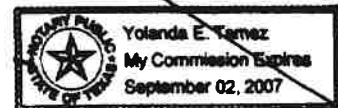
By: *Maurice J. Walker*
Name: MAURICE J. WALKER
Title: EXEC. COORDINATOR

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on the 13th day of January, 2006, by Rychlik, MAY of Padre Isles Property Owners Association, Inc., known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.

Yolanda E. Tamez
Notary Public, State of Texas



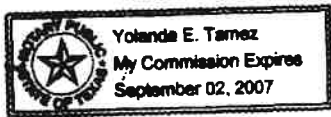
Island House

By: *Mar Rychlik*
Name: MAR RYCHLIK
Title: PRESIDENT

STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on the 12th day of January, 2006, by max Rychlik, President of ~~Island House~~, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.



Yolanda Tamez
Notary Public, State of Texas

Asset Development Corporation - LP PS

By: Paul Schenfelder
Name: Paul Schenfelder
Title: President

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the 12th day of January, 2006, by Paul Schenfelder ~~President~~ of Asset Development Corporation, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed. PS



Patsy Mutchler
Notary Public, State of Texas

Gulfshores Joint Venture

By: Paul Schenfelder
Name: Paul Schenfelder
Title: OWNER-MANAGER - General Partner

STATE OF TEXAS §
 §
COUNTY OF NUECES §

PS
This instrument was acknowledged before me on the 12th day of January, 2006, by Paul Schumacher, President of Gulfshores Joint Venture, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.



Patsy Mutchler
Notary Public, State of Texas

Beachfront Hospitality, Ltd.

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of January, 2006, by ~~Arch Ratliff, Sec. of Bd~~ of Beachfront Hospitality, Ltd., known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.



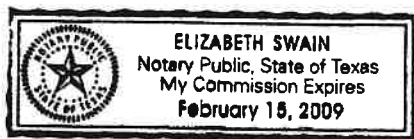
Notary Public, State of Texas

Portofina

By: Arch Ratliff
Name: Arch RATLIFF, JR.
Title: Sec. of Bd

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the 12th day of January, 2006, by Arch Rotloff, Sec. 6 B d of Portofina, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.



Elizabeth Swain
Notary Public, State of Texas

Holiday Inn

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of January, 2006, by _____ of Holiday Inn, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.

Notary Public, State of Texas

El Constante

By: [Signature]
Name: [Signature]
Title: [Signature]

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the 12th day of January, 2006, by DENNIS BUZZARIS PRES. of El Constanter, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.




Notary Public, State of Texas

This instrument was acknowledged before me on the ____ day of January, 2006, by _____ of Gulfshores Joint Venture, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.

Notary Public, State of Texas

Beachfront Hospitality, Ltd.

By: _____

Name: _____

Title: _____

Rakesh M. Patel
RAKESH M. PATEL
VP

STATE OF TEXAS

§

COUNTY OF NUECES

§

§

This instrument was acknowledged before me on the 13 day of January, 2006, by Rakesh Patel VP of Beachfront Hospitality, Ltd., known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.



Sasha M. Garza

Notary Public, State of Texas

Portofina

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

COUNTY OF NUECES

§

§

This instrument was acknowledged before me on the ____ day of January, 2006, by _____ of Portofina, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.

Notary Public, State of Texas

Holiday Inn

By: _____

Name: _____

Title: _____

STATE OF TEXAS

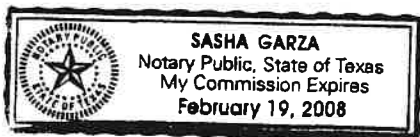
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COUNTY OF NUECES

§

§

This instrument was acknowledged before me on the 13 day of January, 2006, by Rakesh Patel VP of Holiday Inn, known to me to be the person who signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.



Notary Public, State of Texas

El Constante

By: _____

Name: _____

Title: _____

STATE OF TEXAS

§

COUNTY OF NUECES

§

§

CHARGE & RETURN TO:

San Jacinto Title Services
802 No. Carancahua, Suite 1500
Corpus Christi, Texas 78470

GF # 050214530 NB
NUMBER OF PAGES: 10
FEE: _____

STATE OF TEXAS
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped herein by me, and
was duly RECORDED, in the Official Public Records of
Nueces County, Texas



Diana T. Borrero
COUNTY CLERK
NUECES COUNTY, TEXAS

Any provision herein which restricts the Sale, Rental or use
of the described REAL PROPERTY because of Race, Color,
Religion, Sex, Handicap, Familial Status or National Origin, is
Invalid and unenforceable under FEDERAL LAW, 3/12/89

Doc# 2006002972
Pages 10
01/19/2006 3:26PM
Official Records of
NUECES COUNTY
DIANA T. BORRERO
COUNTY CLERK
Fees \$51.00