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THE STATE OF TEXAS X  
COUNTY OF NUECES X

PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT  
PADRE ISLAND-CORPUS CHRISTI  
PORTS O'CALL

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, Ports O'Call a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, pages 62 to 68, Map Records of Nueces County, Texas, reference to which is here made, hereinafter referred to as the "addition" or "subdivision";

subject to that certain Deed of Trust and Mortgage in favor of James Talcott, Inc., dated January 27, 1972, recorded in Volume 1277, page 681, Deed of Trust Records of Nueces County, Texas, which joins herein for the sole purpose of acknowledging, ratifying and approving the covenants and restrictions hereinafter set forth.

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

#### I. SCOPE OF 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 in said addition as shown by said map or plat thereof, save and except Blocks 11, 12, 13, 14, 16, 17, 18 and 19.

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

#### II. DEFINITIONS

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

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2. A "corner lot" is a lot which abuts more than one street. Any lot, except a corner lot, shall be deemed to front the street or canal upon which it abuts. A corner lot shall be deemed to front on the street on which it has the smallest dimension.
3. A "canal lot" is a lot which abuts a canal.
4. An "interior lot" is a lot which does not abut a canal.
5. A "canal" is a waterway.
6. A "bulkhead line" is that line along which a retaining structure (bulkhead) is installed for the purpose of maintaining shore and canal protection, as shown on the plat of the subdivision.
7. The "restricted building area" is that portion of a lot lying between the restrictive building line and the bulkhead line of such lot, as shown on the plat of the subdivision.
8. The "water building area" is that portion of a lot lying between the bulkhead line and the water building line of such lot, as shown on the plat of the subdivision.
9. A "mooring area" is that portion of a canal abutting a canal lot and designated as such on the plat of such subdivision within which limited mooring facilities may be constructed as set forth in paragraph 3 of Part IV, below.
10. A "navigation channel" is that portion of each waterway or canal not included within any water building area or within any mooring area. Absolutely no obstructions are permitted in any navigation channel.
11. A "canal easement" is an easement designated as such on the plat of such subdivision, which easement may be used by Owner, its successors and assigns, for the construction, maintenance and/or installation of canals and bulkheads. That portion of each canal lot lying between the bulkhead line and the rear property line is subject to a canal easement.
12. A "street" is any road, street, avenue, court, circle, lane, boulevard, way or drive, designated as such on the plat of such subdivision.
13. A "utility easement" is any easement designated as such on the plat of such subdivision. Such easement may be used for the construction, maintenance and/or installation of any and all utilities, sewage, telephone and water drainage facilities (surface and subsurface) unless the easement is designated for a specific use on the recorded plat of the subdivision, in which event such easement may be used only for the purpose designated on such plat.

### III. ARCHITECTURAL CONTROL

1. The Architectural Control Committee, hereinafter called "the Committee", is composed of three (3) members. The initial members, each of whom shall serve until his successor is named as provided herein, are:
  - a. Ben D. Marks, P. O. Box 8809, Corpus Christi, Texas, 78412.
  - b. James F. Boudreau, Jr., P. O. Box 8809, Corpus Christi, Texas, 78412.
  - c. David M. Wilson, 530 Wilson Building, Corpus Christi, Texas, 78401.

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

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

3. Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and 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 lot owner. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.

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

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

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

#### IV. GENERAL LAND USE

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

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

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

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

5. No commercial, trade or business activity of any nature shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No cattle, hogs, poultry, horses, or other

animals may be kept on any part of the subdivision, except that this paragraph shall not preclude the keeping of pets or animals other than the above mentioned such as are ordinarily kept as pets in residential subdivisions provided they are not kept or bred for any commercial purposes.

6. No 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 Department 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.

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

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

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

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

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

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

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

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

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

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

17. Construction must begin within three (3) months after the approval of the plan by the Committee. Completion of such improvements must take no longer

than nine (9) months from the start of construction, unless delayed for some reason beyond owner's control, in which event the Committee may extend the foregoing time limits.

V. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

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

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

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

3. Minimum Floor Elevation: Except as set forth in paragraph 7a, below, the floor elevation of all structures constructed on any lot within the subdivision must be at an elevation above mean sea level not less than the minimum elevation established for the area by the Commissioners' Court of Nueces County, Texas, or such other governing authority having jurisdiction with respect to establishing flood control elevations.

4. Maximum Height: No building shall exceed the lesser of two and one-half (2-1/2) stories, or thirty-five (35) feet in height.

5. Building Lines: No building shall be erected on any lot or lots in said subdivision outside of any building lines shown on the map of said subdivision nor farther away from the street lot line than is determined to be in harmony with existing structures by the Committee. If no building line is shown on the map of said subdivision along the street lot line, such building line shall be six feet (6') inside of and parallel to the street lot line. However, garages which open toward the street shall be constructed at a minimum distance of twenty feet (20') from the street lot line so as to provide driveway parking on the lot. There shall be no minimum side lot building line, except that the total width of the side yards (or yard) shall not be less than ten feet (10'). That portion of any wall situated nearer than five feet (5') from a side lot line shall have no windows from the height of the original grade level of the lot to a height of ten feet (10'), and such wall shall meet the requirements for fireproof construction as set forth in the Southern Standard Building Code. No building shall be erected beyond the rear building line or the water building line as shown on the plat of the subdivision.

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

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

- a. All structures, except vertical pilings, steps, docks and other similar structures which may be approved by the Committee must meet the minimum floor elevation requirements set forth in paragraph 3 of this Part V, above.
- b. Any piling extending above the level of the top of any bulkhead must be of reinforced concrete acceptable to the Committee, or, if wood or other type piling is used, it must be enclosed at the perimeter in accordance with paragraph 6 of this Part V.
7. Exterior Walls: The design of and materials used in the exterior walls and surface areas of the main structure and any outbuildings constructed on any lot must be in keeping with the general architectural design of the main dwelling and other structures in the subdivision and must extend to the ground. Asbestos may be used only as approved by the Committee.
8. Roof: The pitch of the roof of all structures constructed on any lot must be approved by the Committee.
9. Fences or Walls: The design and location of all fences and walls shall be subject to approval by the Committee.
10. Design and Quality: All improvements constructed shall be of a design and quality of construction to withstand wind loads equal to thirty (30) pounds per square foot, so as not to cause undue hazard to neighboring structures.
11. Upkeep: The purchaser of property in said subdivision shall keep the weeds out of the particular property owned by him and shall not permit the accumulation of trash, rubbish or other unsightly articles on the premises, or in any easement or street abutting the same. The area in all the streets between the pavement and the property line shall at all times be kept clean and free of unsightly obstacles. Owner shall have the privilege of having said lots cleaned to comply with the above and any reasonable expense incurred in doing the same shall be paid by the owner of the respective lot or lots.

#### VI. LANDOWNERS' AGREEMENT

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

1. At such time as any of the common areas in 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, hereinafter called "Maintenance Fund", there is hereby imposed upon each canal lot in the subdivision an annual maintenance charge which shall not exceed two cents (2¢) per square foot of such lot, and there is hereby imposed upon each interior lot in the subdivision an annual maintenance charge which shall not exceed one cent (1¢) per square foot of such lot. Such maintenance charge shall be determined annually by the Trustee based upon the projected cost of maintaining

such common areas; however, no maintenance charge shall be assessed by Trustee until some portion of the common areas has been improved. Once assessed by the Trustee, one-twelfth (1/12) of such maintenance charge shall be payable monthly, in advance, on the first day of each month, by each beneficial owner of a lot in such subdivision. The maintenance charge hereby imposed shall not apply to Owner, or to lots to which Owner owns both the record and beneficial title.

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

4. The Maintenance Fund may be pooled, merged or combined with the maintenance funds of other portions of the Padre Island-Corpus Christi Project as developed by Owner, provided the lots and/or owners of lots in such other portions of such Padre Island-Corpus Christi Project are subject to a maintenance charge, lien and administrative provisions substantially the same as set forth in this Part VI. 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 and for developing, improving and maintaining any and all of the common areas which the owners and/or occupants of lots in any of the sections or portions of Padre Island-Corpus Christi may be privileged or shall have the right to use, regardless of who may own such common areas and regardless of their location within the entire Padre Island-Corpus Christi Project. It is agreed and understood that the judgment of the Trustee, 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 lot in the subdivision subject to such charge. There is hereby granted unto the Trustee an express lien against each lot or parcel of the subdivision to secure all obligations of the owner or owners of said lot or parcel imposed upon such owner, or lot, under the provisions hereof. Said lien may be foreclosed in the same manner as a vendor's lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has theretofore been the owner of the property affected thereby. Said lien and all other provisions of this agreement shall be secondary and subordinate, however, to any liens, deeds of trust and encumbrances whatsoever given to secure the purchase price of the lot or any part thereof, or given to any bank, savings and 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 dwellings or any other improvements whatsoever on any portion of such lot, or acquiring any note or other evidence of indebtedness previously made for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which such loan was made, or indebtedness incurred, or as to whether the lien herein granted is subordinate to any lien or deed of trust given for the purpose of securing any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Trustee, with respect thereto. The Trustee may release or subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any lot or lots, should it deem it advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other lot or lots in the subdivision.

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

- a. The unpaid assessments made under the terms hereof for the four years next preceding the date that such lien is sought to be asserted or foreclosed; or
  - b. The sum of One Thousand Dollars (\$1,000.00).
6. Any person negligently or willfully damaging or destroying all or any portion of the common areas, including the bulkheads and 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 right, 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 VI 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 VI shall apply with equal force and effect to any successor in interest to Trustee, as provided in paragraph 7 of this Part VI.

#### VII. DURATION

The restrictions and covenants herein set forth shall continue and be binding upon Owner, its successors and assigns, for a period of thirty-five (35) years from this date. At the expiration of said term of thirty-five (35) years the restrictions and covenants herein set out shall automatically be extended for an additional ten (10) year period and for successive periods of ten (10) years thereafter, unless same are nullified or revised as hereinafter provided. After the expiration of thirty-five (35) years from the date of this instrument, the owners of a majority of the lots in this subdivision, may execute and acknowledge an agreement in writing terminating or revising these restrictions and covenants and file the same in the Office of the County Clerk of 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 lots in such subdivision (as shown by the records of Nueces County, Texas) may amend the restrictions, covenants, conditions, and matters set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Nueces County, Texas, except that, prior to the expiration of fifteen (15) years from date hereof, no such amendment shall be valid or effective without the joinder of Owner, its successors or assigns.

#### IX. ENFORCEMENT

The restrictions, conditions and use limitations herein set forth shall be binding upon Owner, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of each lot, each of whom shall be obligated and bound to observe such restrictions, conditions and use limitations, provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said lot. The violation of any such restriction, condition or use limitation, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said lot or any part thereof, but such liens may be enforced against any and all prop-



erty covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Owner, or the owners of any lot in this addition, or Trustee, its successors and assigns, shall have the right to enforce 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 lot out of said addition to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to correct such violation, or to recover damages, or to obtain such other relief for such violations as then may be legally available.

# X. SEVERABILITY

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

# XI. DEDICATION

This instrument of dedication relates to and affects only the above described property, and shall not affect any other property.



EXECUTED this 15th day of January, 1972.

PADRE ISLAND INVESTMENT CORPORATION

By David L. Chamorro  
David L. Chamorro President

James F. Boudreau, Jr.,  
Secretary

JAMES TALCOTT, INC.

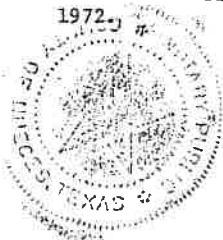
By M. A. Doeppenschmidt  
M. A. Doeppenschmidt, Trust Officer  
of the Corpus Christi State National  
Bank, Trustee as Agent and Attorney-  
in-Fact for James Talcott, Inc.

THE STATE OF TEXAS }

COUNTY OF NUECES }

BEFORE ME, the undersigned authority, on this day personally appeared David L. Chamorro, 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 19th day of January, 1972.



Shirley A. Andrews  
Notary Public in and for Nueces County  
Texas.

SHIRLEY A. ANDREWS  
Notary Public in and for Nueces County, Texas  
My Commission Expires June 1, 1973

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THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared M. J. [unclear] known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-Fact of James Talcott, Inc., a party hereto, and acknowledged to me that he executed the same as Agent and Attorney-in-Fact for the said James Talcott, Inc., and that the said James Talcott, Inc. executed the same by and through him for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of March, 1922.



Mary E. Shearer  
Notary Public in and for Nueces County, Texas  
MARY E. SHEARER  
Notary Public, in and for Nueces County, Texas  
My Commission Expires June 1, 1923

COMPARED

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*for the [unclear] [unclear]*

FILED FOR RECORD  
MAR 3 - 9 48 AM '22

*J. M. [unclear]  
200 [unclear] Bldg*

*10/10*

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 aforesaid RECORDS  
of Nueces County, Texas, as stamped hereon by me, on

MAR 6 1922



COUNTY CLERK,  
NUECES COUNTY, TEXAS

THE STATE OF TEXAS }  
COUNTY OF NUECES }

FIRST AMENDMENT TO  
PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT  
PADRE ISLAND-CORPUS CHRISTI, PORTS O'CALL

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call", dated February 25, 1972, recorded in Volume 1424, page 427, Deed Records, Nueces County, Texas, (herein called "Protective Covenants") Padre Island Investment Corporation (herein called "Owner") imposed certain restrictions upon the use of the following described property located on Padre Island, Nueces County, Texas:

All lots and tracts of land located in the Padre Island - Corpus Christi, Ports O'Call subdivision, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, pages 62-68, Map Records, Nueces County, Texas, save and except Blocks 11, 12, 13, 14, 16, 17, 18 and 19 thereof; and

WHEREAS, legal title to all of the lots in such subdivision as shown by the records of Nueces County, Texas, as of the date hereof is vested in Owner subject to a Deed of Trust (herein called "Deed of Trust") dated June 30, 1972, to J. B. Bartling, Trustee, for the benefit of Westinghouse Credit Corporation, as recorded in Volume 1292, page 898, Deed of Trust Records, Nueces County, Texas; and

WHEREAS, it is the intent and desire of Owner to delete Blocks 15 and 20 from coverage by such Protective Covenants, and to amend paragraph 1 of Section I entitled "SCOPE OF RESTRICTIONS" to reflect such deletion.

NOW, THEREFORE, Owner hereby amends paragraph 1 of Section I of the Protective Covenants by deleting the last line of such paragraph which now reads as follows:

". . . thereof, save and except Blocks 11, 12, 13, 14, 16, 17, 18 and 19."


and substituting therefor the following:

". . . thereof, save and except Blocks 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20."

Westinghouse Credit Corporation, the beneficiary under the Deed of Trust, acting by and through its duly authorized Agent and Attorney-in-Fact, joins in the execution of this amendment for the sole purpose of evidencing its approval hereof.

DATED this 28th day of December, 1972.

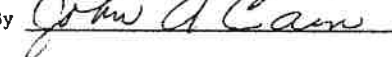
ATTEST:

  
James B. Smith  
Secretary

PADRE ISLAND INVESTMENT CORPORATION

By   
President

WESTINGHOUSE CREDIT CORPORATION

By   
Trust Officer of the Corpus Christi State National Bank, Agent and Attorney-in-Fact for Westinghouse Credit Corporation

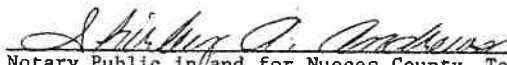
THE STATE OF TEXAS I

COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared David R. Thomas, 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 28th day of December, 1972.



  
Notary Public in and for Nueces County, Texas.  
SHIRLEY A. ANDREWS

Notary Public in and for Nueces County, Texas  
My Commission Expires June 1, 1975

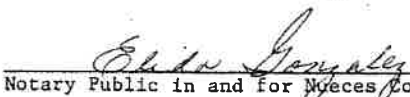
THE STATE OF TEXAS I

COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared John A. Cain, known to me to be the person whose name is subscribed to the foregoing instrument as Trust Officer of the Corpus Christi State National Bank, Agent and Attorney-in-Fact for Westinghouse Credit 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 5th day of Jan., 1973.



  
Notary Public in and for Nueces County, Texas.  
ELIDA GONZALEZ  
Notary Public in & for Nueces County, Texas

APR 305 1941

DEED RECORDS  
Vol 1152 PAGE 1008

933464

THE STATE OF TEXAS I

COUNTY OF NUECES I

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.

WILL 365 MAR 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 L. B. J. Andrews  
Notary Public, Secretary

MEMBERS:

Charles W. Terrell  
Charles W. Terrell

Marvin M. Masirou  
Marvin M. Masirou

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

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,  
Texas

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. MESINOW, 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,  
Texas

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,  
Texas

My Commission Expires: June 1, 1975

NOV 305 PAGE 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 19th day of December, 1973.

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

My Commission Expires: June 1, 1973



BOOK 305 MADE 1945

DEED RECORDS  
VOL 148:2 PAGE 1012

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

ROLL 305 IMAGE 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 IMAGE 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 herein by me, and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
Nueces County, Texas, as stamped herein by me, on

DEC 27 1973



COUNTY CLERK  
NUECES COUNTY, TEXAS

GF No. Misd.

(106,178 RC)

933464

AMENDMENT

PROOFED

Padre Island Investment Corp.

TO

The Public

FILED FOR RECORD

DEC 26 4 14 PM '73

Mr. Henry J. Gungor  
COUNTY CLERK NUECES COUNTY TEX.

DEED RECORDS  
VOL 1482 PAGE 1015

Return to: USLIFE Title Co.

\$8.50

THE STATE OF TEXAS I  
COUNTY OF NUECES I

SECOND AMENDMENT TO  
PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT  
PADRE ISLAND CORPUS CHRISTI, PORTS O'CALL

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island - Corpus Christi, Ports O'Call" dated February 25, 1972 recorded in Volume 1424, Page 427, Deed Records, Nueces County, Texas (herein called the "Protective Covenants") Padre Island Investment Corporation (herein called "Owner") imposed certain restrictions upon the use of a portion of the following described property located on Padre Island, Nueces County, Texas:

All lots and tracts of land located in the Padre Island - Corpus Christi, Ports O'Call Subdivision, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 62-68, Map Records, Nueces County, Texas; and

WHEREAS, by instrument entitled "First Amendment to Protective Covenants and Landowners' Agreement, Padre Island - Corpus Christi, Ports O'Call" dated December 28, 1972 recorded in Volume 1451, Page 1016, Deed Records, Nueces County, Texas (herein called "First Amendment") Owner amended the Protective Covenants so as to exclude Blocks 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20; and

WHEREAS, legal title to more than fifty-one percent (51%) of the lots in such subdivision as shown by the records of Nueces County, Texas as of the date hereof is vested in Owner subject to a Deed of Trust (herein called "Deed of Trust") dated June 30, 1972 to J. B. Bartling, Trustee, for the benefit of Westinghouse Credit Corporation, as recorded in Volume 1292, Page 898, Deed of Trust Records, Nueces County, Texas; and

WHEREAS, it is the intent and desire of Owner to amend the Protective Covenants as amended by the First Amendment as hereinafter set forth.

ROLL 303 IMAGE 327

NOW, THEREFORE, Owner hereby amends the Protective Covenants as amended by the First Amendment as follows:

1. The last line of paragraph 1 of Section I is amended by deleting such last line which now reads "...thereof, save and except Blocks 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20." and substituting therefor the following:

"...thereof, save and except Blocks 11 and 13."

2. Paragraph 1 of Section II is amended to read as follows:

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

3. Paragraph 1 under Section IV is amended to read as follows:

"1. Except for the lots and tracts contained in Blocks 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, all lots in such subdivision shall be used for single family dwellings, and for no other purpose. All lots and tracts located in Blocks 12, 14, 15, 16, 17, 18, 19 and 20 shall be used solely for the operation of a 'multi-family dwelling' as herein-after defined, subject to any further conditions or limitations set forth in the conveyance of any such property out of Owner. Operation of a 'multi-family dwelling' means use for high density residential units, including duplexes, triplexes, four-plexes, row or cluster housing, apartments or apartment hotels available for rent or for ownership on a cooperative or condominium basis."

4. Paragraph 8 under Section IV is amended to read as follows:

"Except for lots or tracts of land subject to use for a 'multi-family dwelling' no sign of any kind shall be displayed to the public view except one professional sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales. As to such lots available for a 'multi-family dwelling' no sign of any kind shall be displayed to the public view except one non-flashing sign of not more than twenty-four square feet without the prior written approval of the Committee."

5. Paragraph 14 under Section IV is amended to read as follows:

"As to the lots or property limited in use to a single family dwelling, no garage or out building apartments for rental purposes will be permitted on any lot, and all living quarters on such property, other than the main building, are to be for the bona fide use of the owner's or occupancy's immediate family or servants only."

6. Paragraph 17 under Section IV is amended by adding to the last sentence thereof the following phrase:

"...; provided, however, the completion of the construction of any improvements on any lot to be used as a 'multi-family dwelling' shall 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 such time restriction."

7. Paragraph 2 under Section V is amended to read as follows:

"2. Minimum Floor Areas For Single Family Dwellings: No single family dwelling shall be permitted on any lot within the subdivision unless the floor area of the enclosed main dwelling, exclusive of porches, garages, whether attached or detached, breezeways, patios or other appendages, complies with the following requirements: (a) the area of the enclosed main dwelling of any one story single family residence must contain not less than 1,000 square feet; (b) the first floor area of the enclosed main dwelling of any two story single family residence must contain not less than 800 square feet."

8. The ninth line of paragraph 5 under Section V which now reads ". . .be no minimum side lot building line, except that the total width of the side yards . . ." is deleted and the following is substituted therefor:

"...be no minimum side lot building line, except that for a single family dwelling lot the total width of the side yards..."

Westinghouse Credit Corporation, the beneficiary under the Deed of Trust, acting by and through its duly authorized Agent and Attorney-in-Fact, joins in the execution of this amendment for the sole purpose of evidencing its approval hereof.

Dated this 19th day of November, 1973.



PADRE ISLAND INVESTMENT CORPORATION

By Charles A. Tenen  
President

WESTINGHOUSE CREDIT CORPORATION

By Walter R. Gearing  
Trust Officer of the Corpus Christi  
State National Bank, Agent and  
Attorney-in-Fact for Westinghouse  
Credit Corporation

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 the 27th day of November, 1973.



[Signature]  
Notary Public in and for Nueces  
County, Texas

My Commission Expires: June 1, 1975

THE STATE OF TEXAS I

COUNTY OF \_\_\_\_\_ I

BEFORE ME, the undersigned authority, on this day personally appeared Walter R. Young, known to me to be the person whose name is subscribed to the foregoing instrument as Trust Officer of the Corpus Christi State National Bank, Agent and Attorney-in-Fact for Westinghouse Credit 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 27 day of November, 1973.



Carmen L. Griffin  
Notary Public in and for Nueces  
County, Texas

My Commission Expires: June 1, 1975

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 aforesaid RECORDS Nueces County, Texas, as stamped hereon by me, on

NOV 29 1973



[Signature]  
COUNTY CLERK,  
NUECES COUNTY, TEXAS

931166

PROOFED

COMPARED

NOV 28 5 41 PM '73

Mr. d.

COUNTY CLERK, NUECES COUNTY, TEXAS

509 S. R. Highway 1401



955448

THE STATE OF TEXAS	X				
		X	THIRD AMENDMENT TO PROTECTIVE		
		X	COVENANTS AND LANDOWNERS'		
COUNTY OF NUECES	X		AGREEMENT, PADRE ISLAND -		
		X	CORPUS CHRISTI, PORTS O'CALL		

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call" dated February 25, 1972, recorded in Volume 1424, Page 427, Deed Records, Nueces County, Texas, Padre Island Investment Corporation ("Owner") imposed certain restrictions upon the use of the lots and tracts contained in Padre Island-Corpus Christi, Ports O'Call, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, pages 62-68, Map Records, Nueces County, Texas (the "Subdivision"); and

WHEREAS, the Protective Covenants and Use Restrictions applicable to the Subdivision were amended by instrument entitled "First Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call" dated December 28, 1972, recorded in Volume 1451, Page 1016, Deed Records, Nueces County, Texas, and further amended by instrument entitled "Second Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call" dated November 27, 1973, recorded in Volume 1480, Page 817, Deed Records, Nueces County, Texas (the original above described Protective Covenants and Landowners' Agreement and such two amendments herein collectively referred to as the "Protective Covenants"); and

WHEREAS, legal title to more than fifty-one percent (51%) of the lots in the Subdivision as shown by the records of Nueces County, Texas, as of the date hereof is vested in Owner, subject to a Deed of Trust dated June 30, 1972 to J. B. Bartling, Trustee, for the benefit of Westinghouse Credit Corporation, as recorded in Volume 1292, Page 898, Deed of Trust Records, Nueces County, Texas (the "Deed of Trust"); and

WHEREAS, it is the intent and desire of Owner to further amend the Protective Covenants as hereinafter set forth;

NOW, THEREFORE, Owner hereby amends paragraph 4 under Section V of  
the Protective Covenants to read as follows:

"4. Maximum Height: No single family dwelling shall  
exceed the lesser of two and one-half (2-1/2)  
stories or thirty-five feet (35') in height. No  
multi-family dwelling shall exceed forty-five  
feet (45') in height."

Westinghouse Credit Corporation, the beneficiary under the Deed of  
Trust, acting by and through its duly authorized Agent and Attorney-in-  
Fact, joins in the execution of this amendment for the sole purpose of  
evidencing its approval hereof.

DATED this 6th day of September, 1974.



PADRE ISLAND INVESTMENT CORPORATION

By Charles W. Terrell  
President

WESTINGHOUSE CREDIT CORPORATION

By John A. Cain  
Trust Officer of the Corpus Christi  
State National Bank, Agent and  
Attorney-in-Fact for Westinghouse  
Credit Corporation

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 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 6th day of September,  
1974.

Marilyn A. Harrison  
Notary Public in and for Nueces County,  
Texas  
My Commission Expires: June 1, 1975  
MARILYN A. HARRISON  
Notary Public, in and for Nueces County, Texas

THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared John A. Cain, known to me to be the person whose name is subscribed to the foregoing instrument as Trust Officer of the Corpus Christi State National Bank, Agent and Attorney-in-Fact for Westinghouse Credit 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 6 day of September, 1974.

Carmen Skiffen  
Notary Public in and for Nueces County,  
Texas

My Commission Expires: June 1, 1975



STATE OF TEXAS }  
COUNTY OF NUECES }

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

SEP 13 1974



Mrs. Henry Longenecker  
COUNTY CLERK,  
NUECES COUNTY, TEXAS

COMPARED

955448

PROOFED

FILED FOR RECORD

SEP 12 10 10 AM '74

FILED FOR RECORD  
COUNTY CLERK NUECES COUNTY TEXAS

FILED RECORDS  
1508 1974

Return to:  
J. E. Rehley  
200 West Bldg  
Corpus Christi, Texas 78401

THE STATE OF TEXAS	§	FOURTH AMENDMENT TO
	§	PROTECTIVE COVENANTS AND LANDOWNERS'
COUNTY OF NUECES	§	AGREEMENT, PADRE ISLAND-CORPUS CHRISTI,
		PORTS O'CALL

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated February 25, 1972, recorded in Volume 1424, page 427, Deed Records, Nueces County, Texas Padre Island Investment Corporation ("Owner") imposed certain restrictions upon the use of the lots and tracts contained in Padre Island-Corpus Christi, Ports O'Call, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, pages 62-68, Map Records, Nueces County, Texas (the "Subdivision"); and

WHEREAS, the Protective Covenants and Use Restrictions applicable to the Subdivision were amended by instrument entitled "First Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated December 28, 1972, recorded in Volume 1451, page 1016, Deed Records, Nueces County, Texas and further amended by instrument entitled "Second Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated November 27, 1973, recorded in Volume 1480, page 817, Deed Records, Nueces County, Texas and further amended by instrument entitled "Third Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated September 6, 1974, recorded in Volume 1506, page 317, Deed Records, Nueces County, Texas (the original above described Protective Covenants and Landowners' Agreement and such three amendments herein collectively referred to as the "Protective Covenants"); and

WHEREAS, The Architectural Control Committee, hereinafter called "the Committee," is composed of five (5) members: Robert Anderson, Chairman; Richard Cardinale; George Kohler; Hal Markoff and William Miller as recorded by instrument entitled "Affidavit" dated January 23, 1991, recorded in Volume 2239, page 703, Deed Records, Nueces County, Texas.

WHEREAS, Section III, paragraph 5, of the Protective Covenants states:  
 "The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the subdivision."

WHEREAS, The Architectural Control Committee unanimously proposes to amend said Protective Covenants by this Fourth Amendment to the Protective Covenants and Landowners' Agreement.

NOW, THEREFORE, the committee hereby amends Paragraphs 2 and 9 under Section V of the Protective Covenants, to become effective within two years from the date of filing of this Fourth Amendment, or when ratified by 51% of the owners holding legal title to the lots in this subdivision, whichever is sooner. Paragraph 2 will be amended to read as follows:

"2. Minimum Living Areas For Single Family Dwellings: No single family dwelling shall be permitted on any lot within the subdivision unless the living area of the enclosed main dwelling, exclusive of porches, garages, whether attached or detached, breezeways, patios or other appendages, complies with the following requirements:

(a) The living area of the enclosed main dwelling of any one story single family residence must contain not less than 1850 square feet;

(b) The first floor of living area of the enclosed main dwelling of any two story single family residence must contain not less than 1000 square feet."

and the ninth line of paragraph 5 under Section V will be amended by deleting such line which now reads: "...there shall be no minimum side lot building line except that the total width of the side yards (or yard) shall not be less than ten feet (10')..." by substituting therefore the following:

"...there shall be a minimum side lot building line of five feet (5') on each side of any building. The total width of the side yards shall not be less than ten feet (10') for single family dwellings and not less than fifteen feet (15') for multi-family units."

APR 25 1991



COUNTY CLERK  
NUECES COUNTY, TEXAS

Padre Isles Property Owners Association, Inc., the "Trustee" under Section VI, Landowners' Agreement, joins in the execution of this amendment for the sole purpose of evidencing its approval hereof.

DATED this 23 day of APRIL, 1991.

ATTEST:

ARCHITECTURAL CONTROL COMMITTEE

Secretary

By   
Chairman

PADRE ISLES PROPERTY OWNERS  
ASSOCIATION, INC.

By   
President

THE STATE OF TEXAS §  
COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Anderson, known to me to be the person whose name is subscribed to the foregoing instrument as Chairman of the Architectural Control Committee, 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 committee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of APRIL, 1991.

Notary Public

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 APRIL, 1991.

Notary Public

FILED FOR RECORD  
APR 25 12 48 PM '91

COUNTY CLERK NUECES COUNTY TX

Padre Isles Prop. Owners Assn  
14015 Fortuna Bay Dr.  
Arlington Christi Tx 78418

780443

THE STATE OF TEXAS	§	FIFTH AMENDMENT TO
	§	PROTECTIVE COVENANTS AND LANDOWNERS'
COUNTY OF NUECES	§	AGREEMENT, PADRE ISLAND-CORPUS CHRISTI,
		PORTS O'CALL

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated February 25, 1972, recorded in Volume 1424, page 427, Deed Records, Nueces County, Texas Padre Island Investment Corporation ("Owner") imposed certain restrictions upon the use of the lots and tracts contained in Padre Island-Corpus Christi, Ports O'Call, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, pages 62-68, Map Records, Nueces County, Texas (the "Subdivision"); and

WHEREAS, the Protective Covenants and Use Restrictions applicable to the Subdivision were amended by instrument entitled "First Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated December 28, 1972, recorded in Volume 1451, page 1016, Deed Records, Nueces County, Texas and further amended by instrument entitled "Second Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated November 27, 1973, recorded in Volume 1480, page 817, Deed Records, Nueces County, Texas and further amended by instrument entitled "Third Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated September 6, 1974, recorded in Volume 1506, page 317, Deed Records, Nueces County, Texas and further amended by instrument entitled "Fourth Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated April 23, 1991, recorded in Volume 2248, page 72, Deed Records, Nueces County, Texas (the original above described Protective Covenants and Landowners' Agreement and such four amendments herein collectively referred to as the "Protective Covenants"); and

WHEREAS, The Fourth Amendment stipulates that it is to become effective within two years from the date of filing of the Fourth Amendment, or when ratified by 51% of the owners holding legal title to the lots in this subdivision, whichever is sooner.

WHEREAS, The Padre Isles Property Owners Association, Inc., the "Trustee" under Section VI, Landowners' Agreement, has verified that the Fourth Amendment has been ratified by 51% of the owners holding legal title to the lots in this subdivision.


NOW, THEREFORE, the provisions of the Fourth Amendment are to become effective with the filing of this Amendment.

DATED this 28 day of OCTOBER, 1991.

ATTEST:

PADRE ISLES PROPERTY OWNERS  
ASSOCIATION, INC.

  
Robert J. Southard Secretary

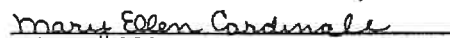
BY   
William F. Goin President

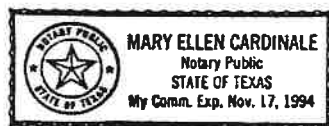


THE STATE OF TEXAS §  
§  
COUNTY OF NUECES §

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 28 day of OCTOBER, 1991.

  
Notary Public




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

STATE OF TEXAS  
COUNTY OF NUECES

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

NOV 12 1991



  
COUNTY CLERK  
HUECOES COUNTY, TEXAS

780443

FILED FOR RECORD  
Nov 12 2 40 PM '91

COMPARED  
  
COUNTY CLERK HUECOES COUNTY TX

Padre Isles Prop Owners Assoc  
14015 Fortuna Bay  
78418  
11-12-91



THE STATE OF TEXAS     §  
                              §  
COUNTY OF NUECES       §

SIXTH AMENDMENT TO  
PROTECTIVE COVENANTS AND LANDOWNERS'  
AGREEMENT, PADRE ISLAND-CORPUS CHRISTI,  
PORTS O'CALL

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated February 25, 1972, recorded in Volume 1424, page 427, Deed Records, Nueces County, Texas Padre Island Investment Corporation ("Owner") imposed certain restrictions upon the use of the lots and tracts contained in Padre Island-Corpus Christi, Ports O'Call, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, page 62-68, Map Records, Nueces County, Texas (the "Subdivision"); and

WHEREAS, the Protective Covenants and Use Restrictions applicable to the Subdivision were amended by instrument entitled "First Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated December 28, 1972, recorded in Volume 1451, page 1016, Deed Records, Nueces County, Texas and further amended by instrument entitled "Second Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated November 27, 1973, recorded in Volume 1480, page 817, Deed Records, Nueces County, Texas and further amended by instrument entitled "Third Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated September 6, 1974, recorded in Volume 1506, page 317, Deed Records, Nueces County, Texas and further amended by instrument entitled "Fourth Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated April 23, 1991, recorded in Volume 2248, page 72, Deed Records, Nueces County, Texas and further amended by instrument entitled "Fifth Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Ports O'Call," dated October 28, 1991, recorded in Volume 2316, page 6, Deed Records, Nueces County, Texas (the original above described Protective Covenants and Landowners' Agreement and such five amendments herein collectively referred to as the "Protective Covenants"); and

WHEREAS, The Architectural Control Committee, hereinafter called "the Committee," is composed of five (5) members: Robert Anderson, Chairman; Richard Cardinale; George Kohler; Hal Markoff and William Miller as recorded by instrument entitled "Affidavit" dated January 23, 1991, recorded in Volume 2239, page 703, Deed Records, Nueces County, Texas.

WHEREAS, Section III, paragraph 5, of the Protective Covenants states: "The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the subdivision."

WHEREAS, The majority members of Architectural Control Committee propose to amend said Protective Covenants by this Fourth Amendment to the Protective Covenants and Landowners' Agreement.

NOW, THEREFORE, the committee hereby amends Paragraph 2 under Section V of the Protective Covenants to read as follows:

"2. Minimum living areas for any single family dwelling cannot contain less than 1850 square feet exclusive of porches, garages, whether attached or detached, breezeways, patios or other non-living area structures.

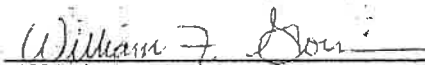
Two story or two and one-half story single family dwelling must not contain less than 1000 square feet of living area on the first floor".

DATED this 6th day of February, 1992.

ATTEST:

PADRE ISLES PROPERTY OWNERS  
ASSOCIATION, INC.

  
Robert J. Southard  
Secretary

BY   
William F. Goin  
President

THE STATE OF TEXAS

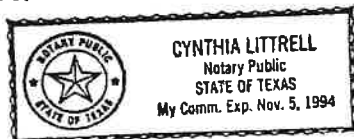
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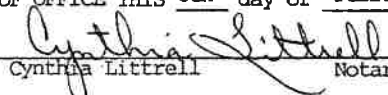
COUNTY OF NUECES

§

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 6th day of February, 1992.



  
Cynthia Littrell Notary Public

THE STATE OF TEXAS     §  
                              §  
COUNTY OF NUECES     §

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 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.

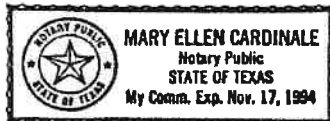
  
Robert J. Southard Secretary

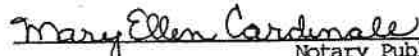
BY   
William F. Goin President

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

**SIXTH AMENDMENT TO THE  
PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT  
PADRE ISLAND--CORPUS CHRISTI, PORTS O'CALL**

THE STATE OF TEXAS    }  
COUNTY OF NUECES     }

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island -- Corpus Christi, Ports O'Call," dated February 25, 1972, recorded in Volume 1424, page 427, Deed Records, Nueces County, Texas, Padre Island Investment Corporation ("Owner") imposed certain restrictions upon the use of the lots and tracts contained in Padre Island--Corpus Christi, Ports O'Call, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, pages 62-68, Map Records, Nueces County, Texas (the "Subdivision"); and

WHEREAS, the Protective Covenants and Landowners' Agreement, Padre Island--Corpus Christi, Ports O'Call, was amended by the following instruments recorded in the Real Property Records, Nueces County, Texas:

<u>Date</u>	<u>Title</u>	<u>Volume</u>	<u>Page</u>
12/28/72	First Amendment to Protective Covenants and Landowners' Agreement, Padre Island--Corpus Christi, Ports O'Call	1451	1061
11/27/73	Second Amendment to Protective Covenants and Landowners' Agreement, Padre Island--Corpus Christi, Ports O'Call	1480	817
09/06/74	Third Amendment to Protective Covenants and Landowners' Agreement, Padre Island--Corpus Christi, Ports O'Call	1506	317
04/23/91	Fourth Amendment to Protective Covenants and Landowners' Agreement, Padre Island--Corpus Christi, Ports O'Call	2248	72
10/28/91	Fifth Amendment to Protective Covenants and Landowners' Agreement, Padre Island--Corpus Christi, Ports O'Call	2316	5

(the above described Protective Covenants and Landowners' Agreement, Padre Island--Corpus Christi, Ports O'Call together with the five above described amendments are collectively referred to as the "Protective Covenants"); and

WHEREAS, Section VIII. Amendment, of the Protective Covenants provides as follows:

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

WHEREAS, certain owners requested that the covenants be amended to allow for the construction of a church on Block 20 of the subdivision; and

WHEREAS, there are a total of four hundred eighty-eight (488) lots/tracts within the Ports O'Call subdivision; and

WHEREAS, each record owner was sent a ballot to vote for or against this covenant amendment for the subdivision as more specifically set forth in the Affidavit of Louis Tomsu, attached hereto as Exhibit "A" and incorporated for all purposes; and

WHEREAS, of the 488 record properties within Ports O'Call, a total of 299 ballots were returned to the Padre Isles Property Owners Association through Louis Tomsu; and

WHEREAS, each ballot so returned to the Association was verified by the Secretary of the Association as to the stated record owner of the particular property voting and the vote cast by said record owner; and

WHEREAS, all of the 299 ballots so returned and verified were voted **FOR** this covenant amendment; and

WHEREAS, the Association re-submitted proposed amendment to all 488 owners of record, informing them of an inadvertent omission in the originally proposed amendment and to provide them an opportunity to change their vote if they so desired; and

WHEREAS, 24 additional ballots so returned were voted **FOR** this covenant amendment; 23 ballots, previously **FOR** the amendment, were so returned were voted **AGAINST** this covenant amendment; and 25 additional ballots were voted **AGAINST** this covenant amendment; leaving a total of 300 **FOR** and 48 **AGAINST** covenant amendment and all such ballots were properly verified by the Secretary of the Association; and

WHEREAS, the Padre Isles Property Owners Association has verified that a majority of the record owners holding title in the subdivision has voted in favor of amending these covenants as proposed and as required by these Protective Covenants; and

WHEREAS, more than 15 years have elapsed since the original covenants were filed of record;

NOW, THEREFORE, the owners hereby amend Paragraph 1 under Section IV to read as follows:

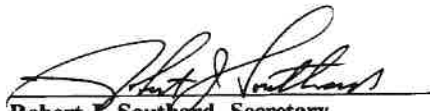
"1. Except for the lots and tracts contained in Blocks 11, 12, 13, 14, 15, 17, 18, 19, and 20, all lots in such subdivision shall be used for single family dwellings, and for no other purpose. All lots and tracts located in blocks 12, 14, 15, 16, 17, 18, 19, and lots 6 through 13 of block 20 shall be used solely for the operation of a 'multi-family dwelling' as hereinafter defined, subject to any further conditions or limitations set forth in the conveyance of any such property out of Owner. Lots 1 - 5 and 14 -18 of Block 20 shall be used solely for the operation of a 'church' as hereinafter defined, subject to any further conditions or limitations set forth in the conveyance of any such property out of Owner. Operation of a 'multi-family dwelling' means use for high density residential units, including duplexes, triplexes, four-plexes, row or cluster housing, apartments or apartment hotels available for rent or for ownership on a cooperative or condominium basis. Operation of a 'church' means a building complex limited to a sanctuary, fellowship hall, class rooms, and church office to be owned and used by a single religious denomination."

DATED this the 27 day of April, 1995.

**PADRE ISLES PROPERTY OWNERS ASSOCIATION, INC.**

BY: Elizabeth P. Walker  
Elizabeth P. Walker, President

ATTEST:

  
Robert J. Southard, Secretary

THE STATE OF TEXAS    }  
COUNTY OF NUECES    }

This instrument was acknowledged before me on the 27 day of April, 1995 Elizabeth P. Walker, President and Robert J. Southard, Secretary, of the Padre Isles Property Owners Association, Inc., a non-profit corporation, on behalf of said corporation.



  
NOTARY PUBLIC, STATE OF TEXAS

**EXHIBIT "A"**

**AFFIDAVIT OF LOUIS TOMSU**

STATE OF TEXAS        }  
                                  }  
COUNTY OF NUECES }

Before me, the undersigned Notary Public, on this day personally appeared Louis Tomsu, who, being by me duly sworn on oath, deposed and said as follows:

"My name is Louis Tomsu. I am over the age of eighteen and am fully competent to testify to the matters stated in this Affidavit. I have personal knowledge of the facts and statements contained in this Affidavit and each of them is true and correct.

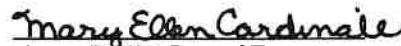
"I am the record owner of Lot 5, Block 3, Ports O'Call, Padre Isles--Corpus Christi. In 1994, a Presbyterian fellowship, to which I belong, determined to build a church on property purchased and located in Block 20, Ports O'Call. However, the controlling covenants restricted use of said property to multi-family residential operation only, thus necessitating a covenant amendment by a majority of the Ports O'Call property owners before said property could be use for the operation of a church.

On or about February, 1995, I prepared a proposal to be sent to the Ports O'Call membership (using a current ownership listing obtained from the Padre Isles Property Owners Association) explaining the desired covenant amendment and enclosing a ballot for the record property owner to return to me in person or at a rented post office box.

All ballots returned I conveyed to the Secretary of the Padre Isles Property Owners Association for proper verification and counting.

  
Louis Tomsu

SUBSCRIBED AND SWORN TO BEFORE ME on this 27 day  
of April, 1995 to certify which witness my hand and official seal.

  
Notary Public, State of 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.

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

MAY 3 1995



  
COUNTY CLERK  
NUECES COUNTY, TEXAS

Doc# 960211  
# Pages: 6  
Date : 05-03-1995  
Time : 12:40:55 P.M.  
Filed & Recorded in  
Official Records  
of NUECES County, TX.  
ERNEST M. BRIONES  
COUNTY CLERK  
Rec. \$ 17.00

E Padre Island Property Owners Association  
13/4 14015 Fortuna Bay Drive  
Corpus Christi, TX 78418  
- 6 -



**AMENDMENT OF PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT  
PADRE ISLAND-CORPUS CHRISTI PORTS O'CALL**

WHEREAS, Padre Island-Corpus Christi Ports O'Call (the "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 427-36, Deed Records of Nueces County, Texas, as amended by various Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi Ports O'Call, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 62-68, Map Records, Nueces County, Texas.

WHEREAS, the owners of more than fifty percent (50%) of the Lots in the Subdivision have approved amendments to the Protective Covenants and Landowners' Agreement in order to provide for the assessment of a special maintenance charge for a period of two (2) years (2004-05) to be used exclusively for the repair of the bulkheads and common areas located within the Subdivision and additionally provide that future changes in the assessment of the annual maintenance charge and any future special maintenance charges may be made upon the approval of the owners of the legal title to 51% of the lots in such subdivision voting in an election called for such purpose; provided that, a minimum of the owners of 35% of the lots in the subdivision participate in such election;

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

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

2a. In order to provide additional funding for the maintenance of common areas located within the Padre Island-Corpus Christi Ports O'Call subdivision, there is hereby imposed on each canal lot in the subdivision for a period of two years (2004-05) a special maintenance charge in the amount of two cents (2¢) per square foot of such lot, such special maintenance charge to be in addition to the regular annual maintenance charge. No special maintenance charge shall be imposed on interior lots. Revenues from the special maintenance charge shall be deposited into a Special Maintenance Fund separate and apart from the Maintenance Fund utilized for the annual maintenance charges, and the Special Maintenance Fund shall be used only for the maintenance, repair and reconstruction of the bulkheads and other common areas of the Padre Island-Corpus Christi Ports O'Call subdivision. The procedures for the collection and enforcement of the special maintenance charge shall be the same as for the collection and enforcement of the annual maintenance charge as provided in the Landowners' Agreement.

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

2b. The maximum amount of the annual maintenance charge may be changed at any time upon the approval of the owners of legal title to a majority of the lots of the subdivision voting in an election called for such purpose; provided that, a minimum of the owners of 35% of the lots in the subdivision participate in such election. In the same manner, special maintenance charges may be imposed in such amounts and for such periods of time upon the approval of the owners of legal title to a majority of the lots of the subdivision voting in an election called for such purpose; provided that, a minimum of the owners of 35% of the lots in the subdivision participate in such election. In any such election, written notice shall be sent to the last known address of each owner of legal title to a lot in the subdivision, and a minimum of thirty (30) days shall be allowed for the return of ballots either approving or disapproving the proposed change. Any such

changes in the annual maintenance charge or the imposition of future special maintenance charges approved in the manner provided above shall be effective upon the filing of an instrument describing such charges in the office of the County Clerk of Nueces County, Texas.

3. The amendments to the Protective Covenants and Landowners' Agreement provided above shall be effective upon the approval of the owners of legal title to 51% of the lots of the subdivision as evidenced by the filing of an instrument containing such amendments in the office of the County Clerk of Nueces County, Texas. The undersigned hereby authorize the Board of Directors of the Padre Isles Property Owners Association, Inc. to file such an instrument upon obtaining the required approval.

EXECUTED this 24<sup>th</sup> day of June, 2004.

PADRE ISLES PROPERTY OWNERS  
ASSOCIATION, INC.

By: \_\_\_\_\_

Richard Pittman, President

STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged on this 24<sup>th</sup> day of June, 2004, by Richard Pittman, President of Padre Isles Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



\_\_\_\_\_  
Notary Public, State of Texas

Return to:

Padre Isles Property Owners Association, Inc.  
14015 Fortuna Bay Drive  
Corpus Christi, Texas 78418

WOOD, BOYKIN & WOLTER  
615 N. UPPER BROADWAY, SUITE 1100  
CORPUS CHRISTI, TEXAS 78477

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

STATE OF TEXAS  
COUNTY OF NUECES

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



\_\_\_\_\_  
COUNTY CLERK  
NUECES COUNTY, TEXAS

Doc# 2004031097  
# Pages 2  
06/25/2004 03:08:41 PM  
Filed & Recorded in  
Official Records of  
NUECES COUNTY  
ERNEST M. BRIDGES  
COUNTY CLERK  
Fees \$15.00

**AMENDMENT OF PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT  
PADRE ISLAND-CORPUS CHRISTI  
SECTION C SUBDIVISION  
SECTION D SUBDIVISION  
COMMODORE'S COVE UNIT ONE SUBDIVISION  
COMMODORE'S COVE UNIT TWO SUBDIVISION  
MARINER'S CAY UNIT 2 SUBDIVISION  
POINT TESORO UNIT 2 SUBDIVISION  
POINT TESORO UNIT 3 SUBDIVISION  
PORTS O'CALL SUBDIVISION  
NO. 1 SUBDIVISION**

WHEREAS, Padre Island-Corpus Christi, Section C (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated April 17, 1969, recorded at Volume 1323, Pages 487-94, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section C, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 34, Page 133, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Section D (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated May 12, 1969, recorded at Volume 1335, Pages 285-92, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section D, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 35, Pages 24-25, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Commodore's Cove Unit One (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 378-87, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Commodore's Cove Unit One, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 34-35, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Commodore's Cove Unit Two (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 388 et seq., Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Commodore's Cove Unit Two, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 36-44, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Mariner's Cay Unit 2, subsequently renamed Mariner's Cay Unit 2-A (a "Subdivision"), is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 398-406, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Mariner's Cay Unit 2, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 45-46, Map Records, Nueces County, Texas, and as

Padre Island-Corpus Christi, Mariner's Cay Unit 2-A, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 39, Pages 193-94, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Point Tesoro Unit 2 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated May 12, 1969, recorded at Volume 1335, Pages 265-273, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Point Tesoro Unit 2, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 35, Pages 20-21, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Point Tesoro Unit 3 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated May 12, 1969, recorded at Volume 1335, Pages 275-283, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

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

thereof recorded in Volume 35, Pages 22-23, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Ports O'Call (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 427-36, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi Ports O'Call, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 62-68, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi No. 1 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated April 8, 1968, recorded at Volume 1265, Pages 491-97, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Lots 1A through 6A, inclusive, of Block 1, and Lots 1A through 15A, inclusive, of Block 2, Padre Island-Corpus Christi No. 1, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 13, Pages 1-8, Map Records, Nueces County, Texas.

Lot 10 of Block 71 of Padre Island-Corpus Christi Section No. 3, as shown by the map or plat thereof recorded in Volume 33, Pages 83-84, Map Records of Nueces County, Texas.

WHEREAS, "B" Lots of Blocks 1 and 2, Padre Island-Corpus Christi No. 1 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated April 8, 1968, recorded at Volume 1280, Pages 354-59, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Lots 1B through 6B, inclusive, of Block 1, and Lots 1B through 15B, inclusive, of Block 2, Padre Island-Corpus Christi No. 1, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 13, Pages 1-8, Map Records, Nueces County, Texas.

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

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

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

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

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

2b. The maximum amount of the annual maintenance charge may be changed upon the approval of the owners of legal title to a majority of the lots of the subdivision voting in an election called for such purpose; provided that, a minimum of the owners of 35% of the lots in the subdivision participate in such election. In any such election, written notice shall be sent to the last known address of each owner of legal title to a lot in the subdivision, and a minimum of thirty (30) days shall be allowed for the return of ballots either approving or disapproving the proposed change. Any such changes in the annual maintenance charge approved in the manner provided above shall be effective upon the filing of an instrument describing such charges in the office of the County Clerk of Nueces County, Texas.

Provided that, as to Padre Island-Corpus Christi No. 1 operating under the Protective Covenants and Landowners' Agreement dated April 8, 1968, recorded at Volume 1265, Pages 491-97, Deed Records of Nueces County, Texas, and the Protective Covenants and Landowners' Agreement dated April 8, 1968, recorded at Volume 1280, Pages 354-59, Deed Records of Nueces County, Texas, the foregoing amendments are added as Section 2a and Section 2b, respectively in Article V, rather than Article VI, therein.

EXECUTED this 2nd day of January, 2007.

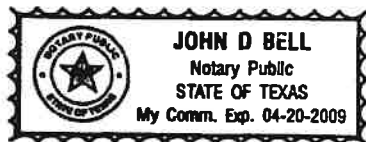
PADRE ISLES PROPERTY OWNERS  
ASSOCIATION, INC.

By: John B. Fisher  
John B. Fisher, President

STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged on this 2nd day of January, 2007, by John B. Fisher, the President of Padre Isles Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Return to:

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

John D. Bell  
Notary Public, State of Texas

# EXHIBIT A

<u>Subdivision Name</u>	<u>Covenants Filed of Record (Deed Records)</u>	<u>Map Filed of Record (Map Records)</u>
Section C	Volume 1323, Pages 487-94	Volume 34, Page 133
Section D	Volume 1335, Pages 285-92	Volume 35, Pages 24-25
Commodore's Cove Unit One	Volume 1424, Pages 378-87	Volume 38, Pages 34-35
Commodore's Cove Unit Two	Volume 1424, Pages 388 et seq.	Volume 38, Pages 36-44
Mariner's Cay Unit 2 Mariner's Cay Unit 2-A	Volume 1424, Pages 398-406	Volume 38, Pages 45-46 Volume 39, Pages 193-94
Point Tesoro Unit 2	Volume 1335, Pages 265-273	Volume 35, Pages 20-21
Point Tesoro Unit 3	Volume 1335, Pages 275-283	Volume 35, Pages 22-23
Ports O'Call	Volume 1424, Pages 427-36	Volume 38, Pages 62-68
No. 1	Volume 1265, Pages 491-97 Volume 1280, Pages 354-59	Volume 13, Pages 1-8 Volume 33, Pages 83-84

STATE OF TEXAS  
COUNTY OF NUECES

I hereby certify that this instrument was  
FILED in file number sequence on the date  
and at the time stamped herein by me, and  
was duly RECORDED in the Official Public  
Records of Nueces County, Te  
xas



DIANA T BARRERA  
NUECES COUNTY, TEXAS

*Diana T. Barrera*

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

Doc# 2007000378  
# Pages 6  
01/03/2007 4:02PM  
Official Records of  
NUECES COUNTY  
DIANA T. BARRERA  
COUNTY CLERK  
Fees \$35.00



**CORRECTION**  
**AMENDMENT OF PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT**  
**PADRE ISLAND-CORPUS CHRISTI**  
**SECTION C SUBDIVISION**  
**SECTION D SUBDIVISION**  
**COMMODORE'S COVE UNIT ONE SUBDIVISION**  
**COMMODORE'S COVE UNIT TWO SUBDIVISION**  
**MARINER'S CAY UNIT 2 SUBDIVISION**  
**POINT TESORO UNIT 2 SUBDIVISION**  
**POINT TESORO UNIT 3 SUBDIVISION**  
**PORTS O'CALL SUBDIVISION**  
**NO. 1 SUBDIVISION**

WHEREAS, Padre Island-Corpus Christi, Section C (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated April 17, 1969, recorded at Volume 1323, Pages 487-94, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section C, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 34, Page 133, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Section D (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated May 12, 1969, recorded at Volume 1335, Pages 285-92, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Section D, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 35, Pages 24-25, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Commodore's Cove Unit One (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 378-87, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Commodore's Cove Unit One, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 34-35, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Commodore's Cove Unit Two (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 388 et seq., Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Commodore's Cove Unit Two, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 36-44, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Mariner's Cay Unit 2, subsequently renamed Mariner's Cay Unit 2-A (a "Subdivision"), is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 398-406, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Mariner's Cay Unit 2, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 45-46, Map Records, Nueces County, Texas, and as

Padre Island-Corpus Christi, Mariner's Cay Unit 2-A, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 39, Pages 193-94, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Point Tesoro Unit 2 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated May 12, 1969, recorded at Volume 1335, Pages 265-273, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi, Point Tesoro Unit 2, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 35, Pages 20-21, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Point Tesoro Unit 3 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated May 12, 1969, recorded at Volume 1335, Pages 275-283, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

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

thereof recorded in Volume 35, Pages 22-23, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi, Ports O'Call (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated February 25, 1972, recorded at Volume 1424, Pages 427-36, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Padre Island-Corpus Christi Ports O'Call, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 62-68, Map Records, Nueces County, Texas.

WHEREAS, Padre Island-Corpus Christi No. 1 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated April 8, 1968, recorded at Volume 1265, Pages 491-97, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Lots 1A through 6A, inclusive, of Block 1, and Lots 1A through 15A, inclusive, of Block 2, Padre Island-Corpus Christi No. 1, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 13, Pages 1-8, Map Records, Nueces County, Texas.

Lot 10 of Block 71 of Padre Island-Corpus Christi Section No. 3, as shown by the map or plat thereof recorded in Volume 33, Pages 83-84, Map Records of Nueces County, Texas.

WHEREAS, "B" Lots of Blocks 1 and 2, Padre Island-Corpus Christi No. 1 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated April 8, 1968, recorded at Volume 1280, Pages 354-59, Deed Records of Nueces County, Texas, as amended by any Amendments filed of record in the Deed Records of Nueces County, Texas, covering the following property:

Lots 1B through 6B, inclusive, of Block 1, and Lots 1B through 15B, inclusive, of Block 2, Padre Island-Corpus Christi No. 1, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 13, Pages 1-8, Map Records, Nueces County, Texas.

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

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

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

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

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

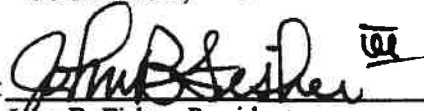
2b. The maximum amount of the annual maintenance charge may be changed upon the approval of the owners of legal title to a majority of the lots of the subdivision voting in an election called for such purpose; provided that, a minimum of the owners of 35% of the lots in the subdivision participate in such election. In any such election, written notice shall be sent to the last known address of each owner of legal title to a lot in the subdivision, and a minimum of thirty (30) days shall be allowed for the return of ballots either approving or disapproving the proposed change. Any such changes in the annual maintenance charge approved in the manner provided above shall be effective upon the filing of an instrument describing such charges in the office of the County Clerk of Nueces County, Texas.

Provided that, as to Padre Island-Corpus Christi No. 1 operating under the Protective Covenants and Landowners' Agreement dated April 8, 1968, recorded at Volume 1265, Pages 491-97, Deed Records of Nueces County, Texas, and the Protective Covenants and Landowners' Agreement dated April 8, 1968, recorded at Volume 1280, Pages 354-59, Deed Records of Nueces County, Texas, the foregoing amendments are added as Section 2a and Section 2b, respectively in Article V, rather than Article VI, therein.

*This Correction Amendment of Protective Covenants and Landowners' Agreement amends and replaces in its entirety the original Amendment of Protective Covenants and Landowners' Agreement dated January 2, 2007, filed of record as Document No. 2007000378 of the Official Public Records of Nueces County, Texas, in order to correct the text of the amendment in Section 1 stated above to match the exact text approved by the majority of the property owners in said subdivisions, providing for an increase in the annual maintenance charge from two cents (2¢) per square foot to ten cents (10¢) per square foot and phasing in said increase.*

EXECUTED this 3<sup>RD</sup> day of April, 2007, to be effective as of January 2, 2007.

PADRE ISLES PROPERTY OWNERS  
ASSOCIATION, INC.

By:   
John B. Fisher, President

STATE OF TEXAS

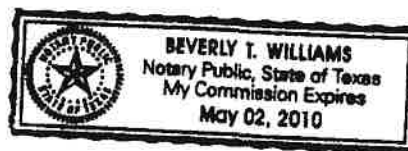
COUNTY OF NUECES

This instrument was acknowledged on this 3<sup>RD</sup> day of April, 2007, by John B. Fisher, the President of Padre Isles Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

  
Notary Public, State of Texas

Return to:

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



# EXHIBIT A

<u>Subdivision Name</u>	<u>Covenants Filed of Record (Deed Records)</u>	<u>Map Filed of Record (Map Records)</u>
Section C	Volume 1323, Pages 487-94	Volume 34, Page 133
Section D	Volume 1335, Pages 285-92	Volume 35, Pages 24-25
Commodore's Cove Unit One	Volume 1424, Pages 378-87	Volume 38, Pages 34-35
Commodore's Cove Unit Two	Volume 1424, Pages 388 et seq.	Volume 38, Pages 36-44
Mariner's Cay Unit 2 Mariner's Cay Unit 2-A	Volume 1424, Pages 398-406	Volume 38, Pages 45-46 Volume 39, Pages 193-94
Point Tesoro Unit 2	Volume 1335, Pages 265-273	Volume 35, Pages 20-21
Point Tesoro Unit 3	Volume 1335, Pages 275-283	Volume 35, Pages 22-23
Ports O'Call	Volume 1424, Pages 427-36	Volume 38, Pages 62-68
No. 1	Volume 1265, Pages 491-97 Volume 1280, Pages 354-59	Volume 13, Pages 1-8 Volume 33, Pages 83-84

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. Barrera*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

Doc# 2007017106  
# Pages 6  
04/03/2007 3:04PM  
Official Records of  
NUECES COUNTY  
DIANA T. BARRERA  
COUNTY CLERK  
Fees \$35.00

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