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THE STATE OF TEXAS §

PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT

COUNTY OF NUECES §

PADRE ISLAND - CORPUS CHRISTI, SECTION NO. 4

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

Padre Island - Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof of even date herewith, in Volume 33, page 44, Map Records of Nueces County, Texas, reference to which is here made, hereinafter referred to as the "addition" or "subdivision";

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

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

I. SCOPE OF RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said addition and the lots therein contained, as a high-quality, marina type subdivision, the following restrictions and conditions on the use of each of said lots into which such property is subdivided, are hereby established, adopted and imposed upon each lot or parcel of land in said addition as shown by said maps, save and except the following:

- a. Tracts A, B and C; and
- b. "Water Access" Tract;

which tracts of land are specifically excluded from the terms and provisions of this instrument.

These conditions and restrictions 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 any person by the acceptance of title to any such lot or parcel out of such subdivision shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants as set forth herein. Such restrictions and conditions shall be made a part of each contract and/or deed executed by, or on the behalf of Owner, conveying each such lot or lots within said addition, 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 lot or lots in said addition to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such lot or lots shall be construed to be subject to the terms of this instrument.

DEED RECORDS

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II. DEFINITIONS

1. A "street" is any road, street or drive, designated as such on the recorded maps of such subdivision.
2. A "utility easement" is any easement designated as such on the recorded maps of such subdivision, which 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).
3. A "canal" is a waterway.
4. A "lot" as used herein, shall be interpreted to mean a residential building site having an area of not less than seven thousand (7,000) square feet.
5. A "corner lot" is a lot which abuts more than one street. Any lot, except a corner lot, shall be deemed to front the street upon which it abuts. A corner lot shall be deemed to front on the street on which it has the smallest dimension and improvements shall be built to front on such street, except that the Architectural Control Committee, hereinafter specified, shall have the right to designate that the improvements constructed on any such corner lot shall face diagonally or on the street having the longest dimension.
6. A "canal lot" is a lot which abuts a canal.
7. An "interior lot" is a lot which does not abut a canal.
8. 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.
9. A "navigation channel" is that portion of a canal so designated on the plat of such subdivision within which absolutely no obstructions are permitted.

III. ARCHITECTURAL CONTROL

1. There is hereby created an Architectural Control Committee, hereinafter called "the Committee", which shall be composed of three (3) members. The initial members, each of whom shall serve until his successor is named as provided herein, shall be:
 - a. Ben D. Marks, 1916 The 600 Building, Corpus Christi, Texas, 78401.
 - b. Earl Sams Lightner, 2001 South Staples, Corpus Christi, Texas, 78404.
 - c. William Whittet, 823 North Tancagua, 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 members shall have full authority to designate and appoint a successor. No member of the Committee, or its designated representative, shall be entitled to any compensation for services performed hereunder. At any time, the record owners of a majority of the lots 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 improvements 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 improvements 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 modifications or changes to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.

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

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

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

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

IV. GENERAL LAND USE

1. The following lots in said subdivision shall be used for duplex houses (two-family dwellings) or single family dwellings, and for no other purpose, to-wit:

Lots 1 through 7 of Block 191; Lots 1 through 15 of Block 192;
 Lots 1 through 12 of Block 215; Lots 1 through 24 of Block 216;
 Lots 1 through 25 of Block 217; Lots 1 through 14 of Block 218;
 Lots 1 through 28 of Block 219; Lots 1 through 27 of Block 220;
 and Lots 1 through 17 of Block 221;

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

3. No structure or obstruction of any nature whatsoever shall be constructed or allowed on, in or under any navigation channel or any canal. 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 or 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 of 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 (including, but not limited to, the Health Department of Nueces County, Texas, and the State of Texas) having jurisdiction with respect thereto. 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, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted 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. No vehicles shall be parked on the paved portion of any street within the subdivision.

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

14. Except as set forth in paragraph 1 above, 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.

18. No buildings or other improvements of any nature whatsoever may be constructed on any lot, or portion, of the subdivision, until improvements meeting the requirements of the City of Corpus Christi, Texas, as specified upon the approval of the plat of this Section No. 4, have been constructed and/or installed by Owner.

V. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

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1. Facing: All improvements on lots shall be constructed so as to face the street upon which such lot fronts, as specified in paragraph 5 of Part II. 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 800 square feet;
- b. The first floor area of the enclosed main dwelling of any two story single family residence must contain not less than 600 square feet;
- c. The area of the enclosed main dwelling of any one story duplex must contain not less than 1,200 square feet;
- d. The first floor area of the enclosed main dwelling of any two story duplex must contain not less than 800 square feet.

3. Foundations: The foundation must be enclosed at the perimeter with masonry or wood construction which is in harmony with the remainder of the main dwelling.

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

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

6. Fences or Walls: No fence or wall shall be erected, placed, altered or maintained on any building site nearer to the street lot line than the front building line shown on the map of such subdivision. No fence shall be constructed higher than six feet (6') and all fences shall be subject to approval by the Committee.

7. Building Lines: No building shall be erected on any lot or lots in said subdivision in front of the front building line shown on the map of said subdivision nor farther away from the street lot line than is determined to be in harmony with existing structures by the Committee. No portion of any main building shall be erected nearer than six feet (6') to any interior lot line, and the total width of both side yards shall be not less than twenty per cent (20%) of the width of the lot at the front building line.

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

9. 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, the easement or in the street abutting the same. The area in all the streets between the pavement and the property line shall at all times be kept clean and free of unsightly obstacles. Owner shall have the privilege of having said 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 the subdivision (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:

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

2. In order to provide a fund for the proper maintenance of such common areas, hereafter called "Maintenance Fund", there is hereby imposed upon each 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. Owner shall not 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 the other sections or units of the Padre Island - Corpus Christi project as developed by Owner, provided the lots and/or owners of lots in such other sections or units 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 unit. Trustee may use such funds, or any part thereof, for safety and/or recreational projects, for developing, improving and maintaining any and all of the common areas which the owners and/or occupants of lots in any of the sections or units 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 development. 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 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 subject property 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 the subject property, 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 Twelve Hundred Dollars (\$1200.00).

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 other units or sections 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, above.

VII. DURATION

The restrictions and covenants herein set forth shall continue and be binding upon Owner, its successors and assigns, for a period of twenty-five (25) years from this date. At the expiration of said term of twenty-five (25) 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 twenty-five (25) 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.

IX. ENFORCEMENT

The restrictions 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 property in said subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions, provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said property. The violation of any such restrictions, covenants

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and conditions, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to the restrictions, covenants and conditions herein mentioned. Owner, or the owners of any lot or lots in this subdivision, 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, terms, conditions or covenants contained herein, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction, term, condition, or covenant, 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 violation as then may be legally available.

X. SEVERABILITY

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

XI. DEDICATION

This instrument of dedication relates to and affects only the above described property, specifically excluding the property described in paragraphs "a" and "b" of Part I, and shall not affect other property not herein described.

EXECUTED this the 18th day of September, 1967.

PADRE ISLAND INVESTMENT CORPORATION

By Ben D. Marks
Ben D. Marks, President

ATTEST:

Norothy O'Neal
Assistant Secretary

CORPUS CHRISTI STATE NATIONAL BANK

By Hubert K. ...

THE STATE OF TEXAS }

COUNTY OF NUECES }

BEFORE ME, the undersigned authority, on this day personally appeared Ben D. Marks, known to me to be the person whose name is subscribed to the foregoing instrument as President of Padre Island Investment Corporation, a corporation, and acknowledge 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 3rd day of November, 1967.

Glenn Bowen
Notary Public in and for Nueces County, Texas

THE STATE OF TEXAS §

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COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared Richard King III, known to me to be the person whose name is subscribed to the foregoing instrument as Executive Vice President of Corpus Christi State National Bank, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of November 1967.



Florence A. Gunn
Notary Public in and for Nueces County, Texas

Notary Public Nueces County, Texas

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STATE OF TEXAS
COUNTY OF NUECES

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

NOV 6 1967



Mo Henry Gouder
COUNTY CLERK,
NUECES COUNTY, TEXAS

Deed 749211
Entry in Restrictions class

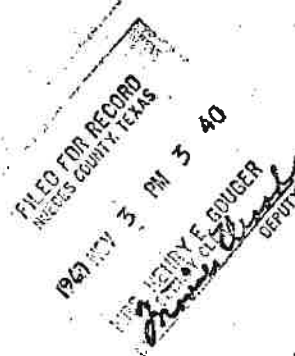
THE STATE OF TEXAS
COUNTY OF NUECES

PADRE ISLAND INVESTMENT CORPORATION
AND CORPUS CHRISTI STATE NATIONAL
BANK

TO

THE PUBLIC

PROTECTIVE COVENANTS AND LANDOWNERS'
AGREEMENT PADRE ISLAND - CORPUS
CHRISTI, SECTION NO. 4



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BRANSCOMB, GARY, THOMASSON & HALL
ATTORNEYS AT LAW
CORPUS CHRISTI, TEXAS

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THE STATE OF TEXAS I
COUNTY OF NUECES I

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AMENDMENT

WHEREAS, by instruments entitled "Protective Covenants and Landowners' Agreement", 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. Mesirow and David M. Wilson as members of each of the Architectural Control Committees and each such Architectural Control Committee shall now be comprised of Charles W. Terrell, Marvin M. Mesirow and David M. Wilson (herein collectively called the "Members"). The Members join in this instrument for the purpose of (a) accepting and confirming the appointments and membership herein set forth, and (b) appointing Gene Graham as the Members' agent and representative for all purposes as provided in and subject to the Agreements. Gene Graham joins herein for the purpose of accepting and acknowledging the appointment of agent and representative herein made.

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

DATED this 14th day of December, 1973.



PADRE ISLAND INVESTMENT CORPORATION

By Charles W. Terrell
President

By J. Andrew A. Andrews
Notary Public, Secretary

MEMBERS:

Charles W. Terrell
Charles W. Terrell

Marvin M. Mesirob
Marvin M. Mesirob

David M. Wilson
David M. Wilson

AGENT AND REPRESENTATIVE:

Geoff Graham
Geoff 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 14th day of December, 1973.

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

My Commission Expires: June 1, 1975

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not 1305 MAR 1943

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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. MESIROW, known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he executed the same
for the purposes therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of December
1973.

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

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THE STATE OF TEXAS I
COUNTY OF NUECES I

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of December, 1973.

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

My Commission Expires: June 1, 1974

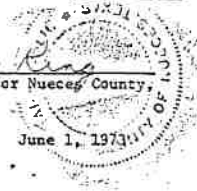


EXHIBIT A

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

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<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 Tasoro 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

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Subdivision Unit	Volume	Page No.
Padre Island-Corpus Christi, Point Tesoro Unit 5	38	32
Padre Island-Corpus Christi, Commodore's Cove Unit One	38	34
Padre Island-Corpus Christi, Commodore's Cove Unit Two	38	36
Padre Island-Corpus Christi, Mariner's Cay Unit 2	38	45
Padre Island-Corpus Christi, Coquina Bay	38	47
Padre Island-Corpus Christi, Island Fairway Estates	38	55
Padre Island-Corpus Christi, Ports O'Call	38	62

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

DEC 27 1973



COUNTY CLERK
NUECES COUNTY, TEXAS

GF No. Misc.

(106,178 RC)

933464

AMENDMENT

PROOFED

Padre Island Investment Corp.

TO

The Public

FILED FOR RECORD

Dec 26 4 14 PM '73

Mr. Henry J. Genger
COUNTY CLERK NUECES COUNTY TEX

DEED RECORDS
VOL 1482 PAGE 1015

Return to: USLIFE Title Co.

\$8.50

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FILED FOR RECORD

Dec 13 3 51 PM '76

Madison 21114902

COUNTY CLERK NUECES COUNTY TX.

10 50 att. J.C. Keller
11 50 att. J.C. Keller

THE STATE OF TEXAS I
COUNTY OF NUECES I
PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
TRACT B, PADRE ISLAND-CORPUS CHRISTI,
SECTION NO. 4

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:

Tract B, Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 44-47, Map Records, Nueces County, Texas, reference to which is here made (hereinafter referred to as the "addition" or "subdivision" or "lot");

subject to lien in favor of Westinghouse Credit Corporation and Aetna Business Credit, Inc. as recorded in the Deed of Trust Records of Nueces County, Texas, who join herein for the sole purpose of acknowledging, ratifying and approving the creation of the covenants and restrictions herein set forth.

Owner has subdivided the addition into lots and blocks with intervening streets, canals, bulkheads, beautification areas, and easements, for the construction, operation and maintenance of streets, canals, bulkheads, beautification areas, utilities, drainage facilities and easements and Owner has dedicated said streets, canals, bulkheads, beautification areas, utilities, drainage facilities 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 the 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 and block in the addition as shown by said map or plat thereof.

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 and its successors and assigns, and upon all persons acquiring property in the addition or in Padre Island-Corpus Christi, Section No. 4, whether by purchase, descent, devise, gift or otherwise, and each person, by the acceptance of title to the addition, shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants 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 the addition by reference to the place of record of this instrument, and by acceptance thereof, the grantee, and all persons claiming under such grantee 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 hereof. In the event, however, of the failure of any contract and/or deed to the addition to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of the addition shall be construed to be subject to the terms of this instrument.

OLLO RECORDS

II. DEFINITIONS

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

2. A "utility easement" is any easement designated on the recorded map of the subdivision which 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 shall be used only for the purpose and in the manner designated on such plat.

3. A "lot" shall mean the addition and the corner lot shall be deemed to front on Cruiser Street as shown on the recorded plat of the addition.

4. A "canal" is a waterway.

5. A "bulkhead line" is that line along which a retaining structure (bulkhead) is or may be installed for the purpose of maintaining shore and canal protection as shown on the plat of the addition and being along the north boundary line of the addition.

6. The "mooring area" is that portion of a canal abutting the addition and designated as such on the plat of the addition within which limited mooring facilities may be constructed as set forth in Paragraph 17 of Part IV below.

7. A "navigation channel" is that portion of each canal not included within any mooring area. Absolutely no obstructions are permitted in any navigation channel.

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. James F. Boudreau, Jr., P. O. Box 8809, Corpus Christi, Texas, 78412
- b. Charles W. Terrell, P. O. Box 8809, Corpus Christi, Texas, 78412
- c. Gene Graham, P. O. Box 8809, Corpus Christi, Texas, 78412.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, or 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 the 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 (i) quality of

workmanship and materials, (ii) harmony of external design with existing structures, (iii) location with respect to topography and finish grade elevation, (iv) the method of erection or construction complying with generally recognized techniques and standards suitable for Padre Island, Nueces County, Texas, including without limitation, the Southern Standard Building Code and such other building codes as may be applicable or appropriate, and (v) compliance with the other standards set forth in this instrument. In addition, no substantial change in the originally approved finish grade elevation of the 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 party submitting same. 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 forty-five (45) days after they have been submitted to it, 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 or to protect the safety and the welfare of occupants and users of improvements on the lot; provided, however, any such modification, alteration or change shall not require the removal or modification of any then existing improvements and shall apply only prospectively.

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 expressly provided herein to the contrary, the lot 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 such lot out of Owner. Operation of a "multi-family dwelling" means use for high density residential units, including duplexes, tri-plexes, four-plexes, row or cluster housing, apartments, townhouses, apartment hotels with dwelling units available for rent or for ownership on a cooperative or condominium basis, or standard hotels. A "neighborhood business", as hereafter defined, may be operated on the lot provided such neighborhood business shall be located within and be an integral part of a "multi-family dwelling" building and is located solely on either the ground floor of such building or the lowest floor not used for building parking. Operation of a "neighborhood business" shall mean use for the purpose of providing facilities for retail sales and personal services for persons occupying, using or visiting lots or tracts in the immediate vicinity of such business, including for illustration and not for limitation, barber shops, beauty shops, camera stores, clothing stores, liquor stores, drug stores, souvenir-gift shops, sporting goods stores, restaurants, convenience grocery stores, dry-cleaning receiving stations, self-service laundries and dry-cleaning establishments.

2. The lot, nor any improvements constructed thereon, nor any neighborhood business shall ever be used, directly or indirectly, in the sale, purchase, leasing, or management of real property or in dealing in

any other way with real property; provided, however, this paragraph shall not prohibit the operation of a combination management-rental office solely for the benefit of the apartment or condominium project constructed upon the lot within which such management-rental office is located.

3. All buildings and other improvements placed on the lot shall be newly erected on such lot and no second-hand or used buildings or other improvements shall be moved onto the lot 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.

4. No activity of any nature shall be carried on upon the lot nor shall anything be done thereon which may be or become an annoyance of 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.

5. 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 and by Owner. 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, canal, public ditch or water body, either directly or indirectly, is strictly prohibited.

6. No sign of any kind shall be displayed to the public view upon the lot without the prior written approval of the Committee.

7. No structure of a temporary character, nor any trailer, basement, tent, shack, garage, barn or other outbuilding, or any part thereof, shall be used as a residence, dwelling or place of business, either temporarily or permanently, except for such temporary structures as are required during the construction or alteration of improvements.

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

9. The lot shall not be used or maintained as a dumping ground for rubbish or trash.

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

11. Garbage shall 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, canal or adjoining green area.

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

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

14. Construction of improvements must begin within three (3) months after approval of the final plans and specifications by the Committee. After construction has begun improvements must be completed no longer than eighteen (18) months from the start of construction, unless delayed for some reason beyond the lot owner's control, in which event the Committee may extend the foregoing time limits.

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

16. The lot as presently platted shall not be further subdivided into smaller lots or tracts; provided, however, (a) the creation of a condominium regime or condominium ownership in accordance with the laws of the State of Texas shall not be deemed or considered to be a subdivision of the lot, and (b) subject to the prior written approval of the Committee if the owner of the lot desires to construct a multi-family dwelling in the nature of row or cluster housing or townhouses and desires to convey the underlying land to the respective purchasers of each such dwelling, then the lot may be subdivided into appropriate smaller parcels or tracts of land as may be approved by the Committee to facilitate the sale of such dwellings.

17. No structure or obstruction of any nature whatsoever shall be constructed or allowed on, in or under any navigation channel or canal. 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 or assigns designated in Part VI below.

V. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

1. Facing: All improvements on the lot shall be constructed so as to face the abutting street or canal upon which such lot fronts, or as approved by the Committee.

2. Foundations: The foundation must be enclosed at the perimeter with masonry or wood construction which is in harmony with the remainder of the main building. Any foundation or structure constructed or installed upon the lot within 15 feet of the bulkhead line shall either 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 any retaining structure or bulkhead along or upon the bulkhead line or a canal.

3. Exterior Walls: The design of and materials used in the exterior walls and surface areas of the main structure and any out-buildings constructed on the 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.

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

5. Fences or Walls: No fence or free standing wall shall be erected, placed, altered or maintained on the lot nearer to the front property line than the building line for such lot. No fence shall be constructed higher than six feet (6'), unless approved by the Committee. The design, style, and location of all fences shall be subject to approval by the Committee.

6. Building Lines: All buildings and improvements of any nature whatsoever must be constructed within the building lines hereinafter specified with respect to the lot and in the conveyance of the lot out of Owner except that, with the prior approval of the Committee, minor improvements, such as fences, screening materials, sidewalks, driveways

and open parking, may be constructed between the building lines and the property lines. The building lines for the lot are located upon the lot as follows: a line located 20 feet from (measured perpendicularly) and parallel to the East boundary line of the lot; a line located 25 feet from (measured perpendicularly) and parallel to the South boundary line of the lot; a line located 6 feet from (measured perpendicularly) and parallel to the West boundary line of the lot.

7. Design and Quality: All improvements constructed shall be of a design and quality of construction to withstand wind loads of thirty (30) pounds per square foot so as not to cause undue hazard to neighboring structures; provided, however, such thirty (30) pounds per square foot wind load standard is subject to modification by the shape factor modifications defined in the Southern Standard Building Code as of the date construction is commenced and as reasonably required or approved by the Committee.

8. Upkeep: The purchaser of property in the 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, any easement, the canal or in any 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 the lot and adjoining canal cleaned to comply with the above and any reasonable expense incurred in doing the same shall be paid by the owner of the lot.

9. Parking: One (1) parking space shall be provided for every apartment or dwelling unit without a separate bedroom, one and one-half (1-1/2) parking spaces for every one bedroom apartment or dwelling unit, and two (2) parking spaces for each apartment or dwelling unit containing two or more bedrooms, located within any improvements constructed on the lot. Either five (5) parking spaces or one (1) parking space for each 200 square feet of floor area, whichever is the greater, shall be provided for all units and space used for the conduct of a "neighborhood business" (as herein defined) located within any improvements constructed on the lot.

10. Height: No building may exceed three stories or forty-five feet in height, whichever is the lower, unless: (a) the total surface area used for the ground floor of any such building constructed on the lot (excluding walkways and parking areas) does not exceed fifty percent (50%) of the total surface area of the lot upon which the building is located; and (b) the total living area (excluding patios, balconies, decks, walkways and parking areas) of any such building does not exceed an area which is twice the total surface area of the lot.

11. Open Space: All improvements to be constructed on the lot shall be designed and constructed in such a manner so that the lot shall contain a minimum "open space", as hereafter defined, equal to twenty-five percent (25%) of the surface area of the lot. The phrase "open space" shall mean space without improvements of any nature upon the surface of the ground, unoccupied and unobstructed from the surface of ground upward except for landscaping, vegetation, standard-size sidewalks and fountains.

12. Minimum Floor Elevation: The floor elevation of all structures constructed on the lot must be at an elevation above mean sea level not less than the minimum elevation for human habitation 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.

13. Minimum Floor Areas: No dwelling shall be permitted on the lot unless the floor area of the enclosed main dwelling exclusive of porches, garages (whether attached or detached), breezeways, patios, balconies, decks or other appendages, complies with the following requirements:

- a. The area of the enclosed main dwelling of any one story, multi-family dwelling must contain not less than 450 square feet per dwelling unit; and
- b. The first floor area of the enclosed main dwelling of any multi-family dwelling containing two or more stories must contain not less than 400 square feet per dwelling unit.

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 the 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 (herein 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 the "Maintenance Fund") there is hereby imposed upon the lot an annual maintenance charge which shall not exceed two cents (\$0.02) per square foot contained in the 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, at the election of the Trustee, 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. Such 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 unpaid assessments made under the terms hereof for the four years next preceding the date that such lien is sought to be asserted or foreclosed.

6. Any person negligently or willfully damaging or destroying all 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 interest 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, provided that such corporation or organization offers membership rights to owners of property in 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 VI.

VII. DURATION

The restrictions and covenants herein set forth shall continue and be binding upon the addition and upon Owner, its successors and assigns, for a period of thirty-five (35) years from the date hereof. At the expiration of such 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 herein provided. After the expiration of thirty-five (35) years from the date of this instrument, the owners of a majority in interest 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 (as shown by the records of Nueces County, Texas) to the lot and fifty-one percent (51%) of all lots in Padre Island-Corpus Christi Section No. 4 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 such 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 such lot or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Owner, or the owners of any lot in Padre Island-Corpus Christi, Island Fairway Estates as originally platted and any subsequent replat or resubdivision thereof, 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 in the 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.

DATED as of November 8, 1976.

PADRE ISLAND INVESTMENT CORPORATION

By

Vice President

WESTINGHOUSE CREDIT CORPORATION and
AETNA BUSINESS CREDIT, INC., acting
by and through their agent and
attorney-in-fact Corpus Christi
National Bank, Trustee

By

Gwen O'Brien
Gwen O'Brien, Trust Officer of the
Corpus Christi National Bank, Trustee

STATE OF TEXAS
COUNTY OF NUECES

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

DEC 13 1976



COUNTY CLERK,
NUECES COUNTY, TEXAS
THE STATE OF TEXAS

COUNTY OF NUECES

BEFORE ME, the undersigned authority, on this day personally appeared
M. Marvin Mesirow, known to me to be the person
whose name is subscribed to the foregoing instrument as Vice 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 corpo-
ration.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of
December, 1976.

Marion A. Harrison
Notary Public in and for Nueces County,
Texas
My Commission Expires: 6-1-77

THE STATE OF TEXAS

COUNTY OF NUECES

BEFORE ME, the undersigned authority, on this day personally appeared
GWEN O'BRIEN, known to me to be the person whose name is subscribed to the
foregoing instrument as Trust Officer of the Corpus Christi National Bank,
Trustee, as agent and attorney-in-fact for Westinghouse Credit Corporation,
and Aetna Business Credit, Inc., and acknowledged to me that she executed
the same for the purposes and consideration therein expressed, in the
capacity stated, and as the act and deed of said corporations.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of
DECEMBER, 1976.

RETURN TO:

J. F. REHLER
GARY, THOMASSON, HALL & MARKS
ATTORNEYS-AT-LAW
200 HAWN BLDG.
CORPUS CHRISTI, TEX. 78401

Nancy Fries
Notary Public in and for Nueces County,
Texas
My Commission Expires: 12-3-77

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THE STATE OF TEXAS	I	PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
	I	LOTS 8 THROUGH 18 INCLUSIVE, BLOCK 191,
COUNTY OF NUECES	I	PADRE ISLAND-CORPUS CHRISTI, SECTION NO. 4

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:

Lots 8 through 18 inclusive, Block 191, Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 42, Pages 4-5, Map Records, Nueces County, Texas, reference to which is here made (hereinafter referred to as the "addition" or "subdivision");

subject to the Line of Credit, Deed of Trust and Mortgage Instruments in favor of Westinghouse Credit Corporation and Aetna Business Credit, Inc., as recorded in the Deed of Trust Records of Nueces County, Texas, who join herein for the sole purpose of acknowledging, ratifying and approving the creation of the covenants and restrictions herein set forth.

Owner has subdivided the addition into lots and blocks with intervening streets and easements, for the construction, operation and maintenance of streets, utilities, drainage facilities and easements and Owner has dedicated said streets, utilities, drainage facilities 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 the 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 and block in the addition as shown by said map or plat thereof.

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 and its successors and assigns, and upon all persons acquiring property in the addition, whether by purchase, descent, devise, gift or otherwise, and each person, by the acceptance of title to any lot out of the addition, shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants 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 such grantee 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 hereof. In the event, however, of the failure of any contract and/or deed to any lot in the 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.

3. The map or plat of the addition is a replat of Tract C, Block 191, Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 44-47, Map Records, Nueces County, Texas.

II. DEFINITIONS

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

2. A "utility easement" is any easement designated on the recorded map of the subdivision which 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 shall be used only for the purpose and in the manner designated on such plat.

3. A "lot" shall mean any lot platted and contained in the addition. A "corner lot" is a lot which abuts more than one street. Any lot, except a corner lot, shall be deemed to front the street upon which it abuts. A corner lot shall be deemed to front on the street on which it has the smallest dimension.

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. James F. Boudreau, Jr., P. O. Box 8809, Corpus Christi, Texas, 78412
- b. Charles W. Terrell, P. O. Box 8809, Corpus Christi, Texas, 78412
- c. Gene Graham, P. O. Box 8809, Corpus Christi, Texas 78412.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, or 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 (i) quality of workmanship and materials, (ii) harmony of external design with existing structures, (iii) location with respect to topography and finish grade elevation, (iv) the method of erection or construction complying with generally recognized techniques and standards suitable for Padre Island, Nueces County, Texas, including, without limitation, the Southern Standard Building Code and such other building codes as may be applicable or appropriate, and (v) compliance with 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.

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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 party submitting same. 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 forty-five (45) days after they have been submitted to it, 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 or to protect the safety and the welfare of occupants and users of improvements on any lot; provided, however, any such modification, alteration or change shall not require the removal or modification of any then existing improvements and shall apply only prospectively.

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. Each lot shall be used solely for the operation of a "general business" as hereinafter defined, subject to any further conditions or limitations set forth in the conveyance of such lot out of Owner. Operation of a "general business" means use for the purpose of providing facilities for retail sales and personal services for persons occupying, using or visiting tracts of land in the immediate vicinity of such business, as distinguished from manufacturing or industrial uses which are expressly prohibited, including, for illustration and not for limitation, barber shops, beauty shops, banks, camera stores, clothing stores, liquor stores, drugstores, souvenir-gift shops, sporting good stores, restaurants, drive-in convenience grocery stores, dry cleaning receiving stations, self-service laundries and dry cleaning establishments, offices and office buildings for business and professional use and services, boat sales, bowling alleys, billiard parlors, skating rinks, swimming pools, pet shops, gasoline service stations, private or public schools, churches, hospitals, convalescent homes, homes for the aged, lounges, private clubs, nightclubs, grocery stores, variety stores, department or junior department stores, dry good stores, appliance stores, post offices or other governmental offices, together with such other similar and like business uses as may be approved in writing by the Committee. Provided, however, and notwithstanding anything herein to the contrary, any building constructed upon any lot within the addition may include facilities for occupancy by one family as its primary residence provided such single family dwelling facilities shall be incorporated into and be a part of the building and improvements to be used for the operation of a general business (as herein defined) and such single family facilities and premises shall be occupied only by the immediate family of the owner of the lot or the family of such owner's designated representative, then actively engaged in the operation and management of the general business being conducted upon and from such lot.

2. Notwithstanding anything herein to the contrary, no lot, nor any improvements constructed thereon, shall ever be used, directly or indirectly, in the sale, purchase, leasing, or management of real property or in dealing in any other way with real property.

3. All buildings and other improvements placed on any lot shall be newly erected on such lot and no second-hand or used buildings or other improvements shall be moved onto any of the 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.

4. No activity of any nature shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance of 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.

5. 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 and by Owner. 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, public ditch or water body, either directly or indirectly, is strictly prohibited.

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

7. No structure of a temporary character, nor any trailer, basement, tent, shack, garage, barn or other outbuilding, or any part thereof, shall be used as a residence, dwelling or place of business, either temporarily or permanently, except for such temporary structures as are required during the construction or alteration of improvements.

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

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

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

11. Garbage shall 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 any green area.

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

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

14. Construction of improvements must begin within three (3) months after approval of the final plans and specifications by the Committee. After construction has begun improvements must be completed no longer

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than eighteen (18) months from the start of construction, unless delayed for some reason beyond the lot owner's control, in which event the Committee may extend the foregoing time limits.

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

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

V. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

1. Facing: All improvements on any lot shall be constructed so as to face the abutting street upon which such lot fronts, or as approved by the Committee.

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

3. Exterior Walls: The design of and materials used in the exterior walls and surface areas of the main structure and any out-buildings constructed on any lots 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.

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

5. Fences or Walls: No fence or free standing wall shall be erected, placed, altered or maintained on any lot nearer to the front property line than the building line for such lot. No fence shall be constructed higher than six feet (6'), unless approved by the Committee. The design, style, and location of all fences shall be subject to approval by the Committee.

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

7. Design and Quality: All improvements constructed shall be of a design and quality of construction to withstand wind loads of thirty (30) pounds per square foot so as not to cause undue hazard to neighboring structures; provided, however, such thirty (30) pounds per square foot wind load standard is subject to modification by the shape factor modifications defined in the Southern Standard Building Code as of the date construction is commenced and as reasonably required or approved by the Committee.

8. Upkeep: The purchaser of property in the subdivision shall remove all weeds out from the particular property owned by him and shall not permit the accumulation of trash, rubbish or other unsightly articles on the premises, any easement or in the street abutting the same. The area in all the streets between the pavement and the property line shall at all times be kept clean and free of unsightly obstacles. Owner shall have the privilege of having such 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.

9. Parking: Either five (5) parking spaces or one (1) parking space for each 200 square feet of floor area, whichever is the greater, shall be provided for all units and space used for the conduct of a "general business" (as herein defined) located within any improvements constructed on any lot in the addition.

10. Height: No building may exceed three stories or forty-five feet in height, whichever is the lower, unless: (a) the total surface area used for the ground floor of any such building constructed in the subdivision (excluding walkways and parking areas) does not exceed fifty percent (50%) of the total surface area of the lot upon which the building is located; and (b) the total enclosed area (excluding patios, balconies, decks, walkways and parking areas) of any such building does not exceed an area which is twice the total surface area of the lot upon which the building is located.

11. Open Space: All improvements to be constructed on any lot shall be designed and constructed in such a manner so that each lot shall contain a minimum "open space", as hereafter defined, equal to twenty-five percent (25%) of the surface area of such lot. The phrase "open space" shall mean space without improvements of any nature upon the surface of the ground, unoccupied and unobstructed from the surface of ground upward except for landscaping, vegetation, standard-size sidewalks and fountains.

12. Minimum Floor Elevation: 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 for human habitation 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.

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 the 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 the "Maintenance Fund") there is hereby imposed upon each lot in the subdivision an annual maintenance charge which shall not exceed two cents (\$.02) per square foot contained in each 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, at the election of the Trustee, 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. Such 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 unpaid assessments made under the terms hereof for the four years next preceding the date that such lien is sought to be asserted or foreclosed.

6. Any person negligently or willfully damaging or destroying all 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 interest 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, provided that such corporation or organization offers membership rights to owners of property in 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 VI.

VII. DURATION

The restrictions and covenants herein set forth shall continue and be binding upon the addition and upon Owner, its successors and assigns, for a period of thirty-five (35) years from the date hereof. At the expiration of such 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 herein provided. After the expiration of thirty-five (35) years from the date of this instrument, the owners of a majority in interest 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 (as shown by the records of Nueces County, Texas) to fifty-one percent (51%) of all lots in (i) the addition, and (ii) Padre Island-Corpus Christi, Section No. 4, 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 such 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 such lot or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Owner, or the owners of any lot in Padre Island-Corpus Christi, Island Fairway Estates as originally platted and any subsequent replat or resubdivision thereof, 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 in the 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.

DATED as of September 23, 1976.



PADRE ISLAND INVESTMENT CORPORATION

By [Signature] Vice President

Secretary

WESTINGHOUSE CREDIT CORPORATION AND AETNA BUSINESS CREDIT, INC., acting by and through their respective agent and attorney-in-fact Corpus Christi National Bank, Trustee

By [Signature]
GWEN O'BRIEN, Trust Officer of the
Corpus Christi National Bank, Trustee

RATIFICATION OF SUBDIVISION PLAT

THE STATE OF TEXAS §

COUNTY OF NUECES §

WHEREAS, on June 16, 1976, PADRE ISLAND INVESTMENT CORPORATION ("Padre"), created, subdivided and dedicated Lots 8 through 18, Block 191, Padre Island-Corpus Christi, Section No. 4, as a resubdivision of Tract C, Block 191, Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, such replat filed in Volume 42, Pages 4-5, Map Records, Nueces County, Texas (the "Subdivision Plat"); and

WHEREAS, the Subdivision Plat erroneously recites that the subdivided property is subject to a deed of trust lien in favor of Westinghouse Credit Corporation when in fact the subdivided property is subject to a deed of trust lien in favor of Westinghouse Credit Corporation and Aetna Business Credit, Inc. ("Aetna"); and

WHEREAS, Aetna, acting by and through its duly authorized agent and attorney-in-fact, desires to ratify, adopt and confirm the Subdivision Plat in the same manner as if named a lienholder and approved on the face thereof;

NOW, THEREFORE, for good and valuable consideration, Aetna Business Credit, Inc., acting by and through Corpus Christi National Bank, Trustee its duly authorized agent and attorney-in-fact, states that Aetna Business Credit, Inc., together with Westinghouse Credit Corporation are the holders of a Deed of Trust lien encumbering the property described in the Subdivision Plat and Aetna hereby approves the subdivision and dedication as shown by the Subdivision Plat.

DATED this 10 day of August, 1976.

AETNA BUSINESS CREDIT, INC., Acting by
and through its Duly Authorized Agent
and Attorney-in-Fact, Corpus Christi
National Bank, Trustee

ATTEST:

By Gwen O'Brien
Gwen O'Brien, Trust Officer

E. J. ...
Cashier

THE STATE OF TEXAS §

COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared Gwen O'Brien, known to me to be the person whose name is subscribed to the foregoing instrument as Trust Officer of the Corpus Christi National Bank, Trustee, as agent and attorney-in-fact for Aetna Business Credit, Inc., a corporation, and acknowledged to me that she 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 10 day of August, 1976.

Nancy J. J. J.
Notary Public in and for Nueces
County, Texas
My Commission Expires: 12-3-77

-2-

RETURN TO:
J. E. REHLER
GARY, THOMASSON, HALL & MARKS
ATTORNEYS-AT-LAW
200 HAWN BLDG.
CORPUS CHRISTI, TEX. 78401

122903

PROTECTIVE COVENANTS

ROLL 562 PAGE 727

THE STATE OF TEXAS §

COUNTY OF NUECES §

WHEREAS, PADRE ISLAND INVESTMENT CORPORATION, a Texas corporation ("Padre") executed and delivered to JOSE N. BEJAR ("Bejar") its Warranty Deed dated May 28, 1974 recorded in Volume 1496, Page 350, Deed Records, Nueces County, Texas (the "Deed"); and

WHEREAS, the Deed conveyed the surface estate in and to the following described property in Nueces County, Texas (the "Tract B"):

Tract B, Block 192, Padre Island-Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, Pages 44-47, Map Records, Nueces County, Texas; and

WHEREAS, the Deed encumbered Tract B with the Protective Covenants and Landowners' Agreement for Padre Island-Corpus Christi, Section D, as recorded in Volume 1355, Page 285, Deed Records, Nueces County, Texas (the "Original Protective Covenants"); and

WHEREAS, record title to the Tract B is now held by Bejar subject to liens for the benefit of Padre;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bejar as the owner of the surface estate in and to the Tract B subject to liens in favor of Padre Island Investment Corporation hereby covenants and agrees as follows:

1. The Original Protective Covenants are hereby abandoned and terminated insofar as they affect and restrict Tract B.
2. Bejar hereby adopts, ratifies and confirms the Protective Covenants and Landowners' Agreement encumbering Tract B dated December 8, 1976 recorded in Volume 1588, Page 725-734, Deed Records, Nueces County, Texas (the "New Protective Covenants") and recognizes and agrees that Tract B is hereby encumbered with the New Protective Covenants and that the New Protective Covenants shall constitute covenants running with the land in the same manner as if the New Protective Covenants originally had been incorporated in the Deed.

DEED RECORDS

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3. Padre Island Investment Corporation, as the holder of liens encumbering Tract B joins in the execution of this instrument and ratification of the New Protective Covenants as a mortgagee for the purpose of acknowledging, ratifying and approving the creation of the New Protective Covenants.

DATED this 6th day of January, 1977.



Mary Rose Chapman
Mary Rose Chapman, Asst Secretary

Jose N. Bejar
JOSE N. BEJAR

PADRE ISLAND INVESTMENT CORPORATION

By *William H. Fennell*
William H. Fennell, Vice President

United States of America
THE STATE OF TEXAS }
COUNTY OF NUECES }

BEFORE ME, the undersigned authority, on this day personally appeared JOSE N. BEJAR, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of January, 1977.



Nancy A. McKee
Notary Public in and for Nueces County, Texas
My Commission Expires 1-15-80

THE STATE OF TEXAS §
COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared William H. Fennell, known to me to be the person whose name is subscribed to the foregoing instrument as Vice 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 15th day of January, 1977.



Debra Ann Link
Notary Public in and for Nueces County, TEXAS
My Commission Expires: 9-19-80
DEBRA ANN LINK

ROLL 562 PAGE 729

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
of Nueces County, Texas, as stamped hereon by me. ON

JAN 23 1979



Marion Gehlinger

COUNTY CLERK,
NUECES COUNTY, TEXAS

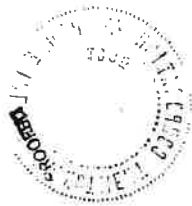
FILED FOR RECORD

JAN 23 11 45 AM '79

Marion Gehlinger

COUNTY CLERK NUECES COUNTY TX.

Sub 122003



W. B. Bland, Corp.
P.O. Box 8809
78412

DEED RECORDS

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THE STATE OF TEXAS }
 }
COUNTY OF NUECES } FIRST AMENDMENT TO PROTECTIVE COVENANTS
 } AND LANDOWNERS' AGREEMENT PADRE ISLAND -
 } CORPUS CHRISTI, SECTION NO. 4

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island - Corpus Christi, Section No. 4," dated November 3, 1967, recorded in Volume 1241, pages 25-33, 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, to wit:

All lots and tracts of land (except Tracts A, B & C and "Water Access" Tract) located in Padre Island - Corpus Christi, Section No. 4, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof of even date herewith, in Volume 33, Page 44, Map Records of Nueces County, Texas, reference to which is here made, hereinafter referred to as the "addition" or "subdivision;" and

WHEREAS, Section VIII, of the Protective Covenants states:

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

WHEREAS, there are a total of 653 record owners of lots within the Subdivision; and

WHEREAS, a majority (341) of the record owners holding legal title to lots within the Subdivision have voted in favor of amending the Protective Covenants; and

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

NOW, THEREFORE, the owners hereby amend Sub-paragraphs a. & b. of Paragraph 2, under Section V to read as follows:

- "a. The area of the enclosed main dwelling of any one-story single family residence must contain not less than 1,200 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."

DATED this 2nd day of July, 1997.

ATTEST:

PADRE ISLES PROPERTY OWNERS
ASSOCIATION, INC.

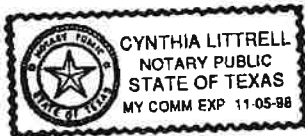

ROBERT J. SOUTHARD Secretary

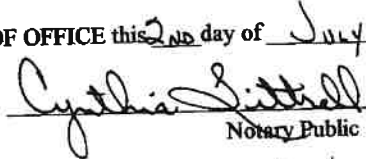
BY 
LOUIS E. BRICARELL President

THE STATE OF TEXAS }
COUNTY OF NUECES }

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of July, 1997




Notary Public


My commission expires 11/5/98

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, 8/12/89.

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# 1997025016
Pages: 2
Date : 07-09-1997
Time : 03:31:01 P.M.
Filed & Recorded in
Official Records
of NUECES County, TX.
ERNEST M. BRIONES
COUNTY CLERK
Rec. \$ 11.00

5/6^E
Padre Isles Property Owners Association
14015 Fortune Bay Drive
Corpus Christi, Texas 78418

THE STATE OF TEXAS	§	DECLARATION OF
	§	COVENANTS, CONDITIONS
COUNTY OF NUECES	§	AND RESTRICTIONS

THIS DECLARATION, is made on the date hereinafter set forth by Padre Island Investment Corporation, a Texas corporation, hereinafter referred to as "Declarant."

WITNESSETH:

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

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

subject to the Line of Credit, Deed of Trust and mortgage instruments in favor of Westinghouse Credit Corporation as recorded in the Deed of Trust Records of Nueces County, Texas, which joins herein for the sole purpose of acknowledging, ratifying and approving the covenants and restrictions herein set forth.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Padre Isles Property Owners' Association, Inc., a Texas non-profit corporation, its successors and assigns.

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

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of common areas.

Section 4. "Declarant" shall mean and refer to Padre Island Investment Corporation, its successors and assigns.

Section 5. "Subdivision" shall mean Padre Island-Corpus Christi, a project composed of various subdivision units of Padre Island, Nueces County, Texas, as shown by maps or plats thereof recorded in the Map Records of Nueces County, Texas.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. All Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE III

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment shall have become due. No assessment shall apply or be levied with respect to any Lot to which Declarant owns both beneficial and record title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in, and for the improvement and maintenance of the common areas in the Subdivision.

Section 3. Maximum Annual Assessment. There is hereby imposed upon each Lot in the Property an annual assessment which shall not exceed \$0.02 per square foot contained in each Lot. One-twelfth (1/12) of such assessment shall be payable in advance, on the first day of each month, by each Owner of a Lot. Such assessment shall be determined annually by the Association based upon the projected cost of maintaining such common areas.

Section 4. Pooling of Assessments; Liability for Failure to Collect Assessments.

A. All assessments may be pooled, merged or combined with the assessment funds of any other property within the Subdivision as determined by the Association, provided the lots and/or owners of lots of such other property are subject to assessments, liens and administrative provisions substantially the same as set forth herein. Such pooled assessments may be expended by the Association for the general benefit and common good of the various sections or portions of the Subdivision paying into the

fund, without regard to the amount collected from each section or portion. The Association 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 section or portion of the Subdivision may be privileged or shall have the right to use, regardless of who may own such common areas. It is agreed and understood that the judgment of the Association, as custodian and administrator of said funds, 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.

B. Neither Declarant nor Association shall be liable or responsible to any person or persons for failure or inability to collect the assessments or any part thereof from any person or persons.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month next following the conveyance of the Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of a Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose an express lien hereby retained in favor of the Association against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his Lot. 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 Lot affected thereby.

Section 7. Subordination of the Lien. Such lien and all other provisions of this Article 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 Association with respect thereto. The

ROLL 813 IMAGE 533

Association may release or subordinate said lien and any other provisions of this Article, 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.

Section 8. Limitation on Lien. 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 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.

ARTICLE IV

BUILDING RESTRICTIONS

Section 1. Scope of Restrictions.

A. For purposes of creating and carrying out a uniform plan for the improvement and sale of the addition as a high quality, marina type subdivision to be constructed by Owner, the following restrictions, conditions and use limitations are hereby established, adopted and imposed upon each Lot in the subdivision as shown by map or plat thereof recorded in the Map Records of Nueces County, Texas.

B. The restrictions, conditions and use limitations hereinafter set forth shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and upon all Owners; and each Owner, by the acceptance of title to any Lot, agrees and covenants to abide by and perform the terms, conditions, restrictions and covenants 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 such grantee 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 hereof. In the event, however, of the failure of any contract and/or deed to any Lot 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.

Section 2. Definitions.

A. A "street" is any road, street, avenue or drive, designated as such on the recorded map of the Property.

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

C. The "Architectural Control Committee," hereinafter called "the Committee," shall mean the Architectural Control Committee established by various Protective Covenants and Landowners' Agreements filed of record with respect to the Padre Island-Corpus Christi subdivision in Nueces County, Texas, which Committee currently functions as part of the Association for the various Padre Island-Corpus Christi subdivisions.

D. "City" shall mean the City of Corpus Christi, Texas.

E. "Association" shall mean the Padre Isles Property Owners' Association, Inc., a non-profit, Texas corporation.

Section 3. Architectural Control.

A. No building, structure or improvement of any nature shall be erected, placed, or altered on any Lot after the date of recording of this document in the deed records of Nueces County, Texas, 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 (i) quality of workmanship and materials, (ii) harmony of external design with existing structures, (iii) location with respect to topography and finish grade elevation, (iv) the method of erection or construction complying with the generally recognized techniques and standards suitable for Padre Island, Nueces County, Texas, including without limitation, the Southern Standard Building Code, the applicable requirements of the City, building standards of the Architectural Control Committee, Building Code for Windstorm Resistant Construction published by the Texas Catastrophe Property Insurance Association, and such other building codes as may be applicable or appropriate, and (v) compliance with 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.

B. Final plans and specifications shall be submitted in triplicate 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 two complete sets of plans will be marked "Approved" and returned to the party submitting same. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.

C. 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 forty-five (45) days after they have been submitted to it, then approval is presumed.

D. The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term or 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 or to protect the safety and welfare of occupants and users of improvements on any Lot; provided, however, any such modification, alteration or change shall not require the removal or modification of any then existing improvements and shall apply only prospectively. No such action by the Committee shall bestow any right on any person to require similar action by the Committee in the future; nor shall it act to waive or modify any covenant, term, condition or restriction other than in the specific case in which it is being waived or modified.

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

Section 4. General Land Use.

A. No Lot, nor any improvements constructed thereon, shall ever be used, directly or indirectly, in the sale, purchase, leasing or management of real property or in dealing in any other way with real property; provided, however, this paragraph shall

not prohibit the operation of a sales office or a combination management-rental office located within and solely for the benefit of an apartment or condominium project constructed upon the Lot within which such office is located.

B. All buildings and other improvements placed on any of the Lots shall be newly erected on such Lot and no second-hand or used buildings or other improvements shall be moved onto any of the 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.

C. No 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.

D. 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. The drainage of septic tanks into any road, street, alley, public ditch or water body, either directly or indirectly, is strictly prohibited.

E. No sign of any kind (including but not limited to "For Sale" signs) shall be displayed to the public view from street or canal upon any Lot without the prior written approval of the Committee.

F. No structure of a temporary character, nor any recreational vehicle, house trailer, bus, boat, truck, trailer, basement, tent, shack, garage, barn or other outbuilding, or any part thereof, shall be used as a residence, dwelling or place of business, either temporarily or permanently.

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

H. No Lot shall be used or maintained as a dumping ground for rubbish or trash.

I. No building material of any kind or character shall be placed or stored upon any Lot until the Owner of such Lot 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.

J. 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.

K. No clotheslines may be placed where they would be visible from a street, canal or adjoining green area. 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.

L. 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. Any satellite receiving antenna must be specifically approved in all respects by the Committee including but not limited to its location, size and construction.

M. Construction must begin within three (3) months after the approval of the final plans and specifications by the Committee. After construction has commenced completion of such improvements must be completed no longer than twelve (12) months from the start of construction, unless delayed for some reason beyond the Lot Owner's control, in which event the Committee may extend the foregoing time limits.

N. No oil or gas drilling, development, storage or refining operations, quarrying or mining operations of any kind shall be conducted upon any Lot.

O. No Lot as platted may be further subdivided into smaller lots or tracts; provided, however, (a) the creation of a condominium regime or condominium ownership in accord with the laws of the State of Texas shall not be deemed or considered to be a subdivision of a Lot, and (b) subject to the prior written approval of the Committee if the Owner of adjoining Lots desires to construct a multi-family dwelling in the nature of row or cluster housing or townhouses and desires to convey the underlying land to the respective purchasers of each such dwelling, then the Lot may be subdivided into appropriate smaller parcels or tracts of land upon commencement of construction and as may be approved by the Committee.

Section 5. Size, Design and Placement of Improvements

A. Facing: All improvements on any Lot shall be constructed so as to face the abutting street upon which such Lot fronts as hereinabove defined unless approved otherwise by the Committee.

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

C. 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 Lots 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.

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

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

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

G. Design and Quality: All improvements constructed shall be of a design and quality of construction to withstand wind loads as required by the City and as reasonably required or approved by the Committee.

H. Upkeep: Each Owner shall keep the weeds out of his Lot and shall not permit the accumulation of trash, rubbish or other unsightly articles on the premises, the easement or in the street abutting his Lot. 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. The Association shall have the right to have 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. Any such amounts owed to the Association shall be secured by the lien described in Article III.

I. Minimum Floor Elevation: The floor elevation of the dwelling area for all structures and improvements constructed on any Lot must be at an elevation not less than the minimum elevation for human habitation established for the area by the Federal Emergency Management Agency as being required to obtain insurance under the National Flood Insurance Program, but in no event less than eleven (11) feet above mean low tide.

J. Minimum Floor Area: No dwelling shall be permitted on any Lot unless the floor area of the enclosed main dwelling exclusive of porches, garages (whether attached or detached), breezeways, patios, balconies, decks and other appendages, complies with the following requirements:

(1) The area of the enclosed main dwelling of any one story, multi-family dwelling must contain not less than five hundred fifty (550) square feet per dwelling unit; and

(2) The first floor area of the enclosed main dwelling of any multi-family dwelling containing two or more stories must contain not less than five hundred (500) square feet per dwelling unit.

(3) The area of the enclosed main dwelling of any one-story single-family residence must contain not less than one thousand five hundred (1,500) square feet; and

(4) The first floor area of the enclosed main dwelling of any two-story single family residence must contain not less than 800 square feet.

ARTICLE V

GENERAL PROVISIONS

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

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

Section 3. Amendment. At any time the owners of the legal title to 51% of the Lots within the Property (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.

Section 4. Duration. The restrictions and covenants herein set forth shall continue and be binding upon the addition and upon Owner, its successors and assigns, for a period of thirty-five (35) years from the date hereof. At the expiration of such 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 is nullified or revised as herein provided. After the expiration of thirty-five (35) years from the date of this instrument, the Owners of 51% of the Lots 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.

DATED the 17th day of February, 1983.

PADRE ISLAND INVESTMENT CORPORATION

By: David R. Coggins
DAVID R. COGGINS, Executive Vice President

WESTINGHOUSE CREDIT CORPORATION

By: William H. Fennell
William H. Fennell

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on February 17, 1983 by David R. Coggins, Executive Vice President of Padre Island Investment Corporation, a Texas corporation, on behalf of Declarant.



Mary S. Nikoloric
Notary Public, State of Texas
Printed Name: Mary S. Nikoloric
My Commission Expires: 9/20/86

TEXAS
THE STATE OF ~~PENNSYLVANIA~~ §
COUNTY OF NUECES §

This instrument was acknowledged before me on February 17, 1983 by William H. Fennell,
of Westinghouse Credit Corporation, a Pennsylvania corporation, on behalf of said corporation.



Mary S. Nikoloric
Notary Public
Printed Name: Mary S. Nikoloric
My Commission Expires: 9/20/86

Return to:
D.M. Fefeman
Gary Thomason, Hall & Marks
P.O. Box 371
Corpus Christi, Texas 78403
307417

STATE OF TEXAS
COUNTY OF NUECES

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

FEB 28 1983



Marion Heltinger

COUNTY CLERK,
NUECES COUNTY, TEXAS

VERIFIED

149.1

FILED FOR RECORD

FEB 28 3 53 PM '83

Marion Heltinger

COUNTY CLERK, NUECES COUNTY, TEXAS

310
Address Above

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

3. Paragraph 6 is changed as follows:

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

DATED this 23 day of OCTOBER, 1992.

ATTEST:

PADRE ISLES PROPERTY OWNERS
ASSOCIATION, INC.


Robert J. Southard Secretary

BY 
William F. Goin President

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

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

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




Notary Public

EXHIBIT A

PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENTS

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

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

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

EXHIBIT B

PROPERTY LOCATED WITHIN THE DEVELOPMENT

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

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

<u>Subdivision Unit</u>	<u>Volume</u>	<u>Page No.</u>
Padre Island-Corpus Christi, Point Tesoro Unit 5	38	32
Padre Island-Corpus Christi, Commodore's Cove Unit One	38	34
Padre Island-Corpus Christi, Commodore's Cove Unit Two	38	36
Padre Island-Corpus Christi, Mariner's Cay Unit 2	38	45
Padre Island-Corpus Christi, Coquina Bay	38	47
Padre Island-Corpus Christi, Island Fairway Estates	38	55
Padre Island-Corpus Christi, Ports O'Call	38	62

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

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

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

OCT 26 1992



Ernest M. Briones
COUNTY CLERK
NUECES COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Padre Island-Corpus Christi, Point Tesoro Unit 5, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 32-33, Map Records, Nueces County, Texas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

EXECUTED this 2nd day of January, 2007.

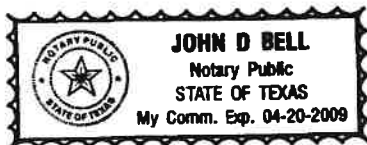
PADRE ISLES PROPERTY OWNERS
ASSOCIATION, INC.

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.



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

Any provision herein which restricts the 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



Diana T. Barrera

DIANA T BARRERA
NUECES COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Padre Island-Corpus Christi, Point Tesoro Unit 5, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 32-33, Map Records, Nueces County, Texas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

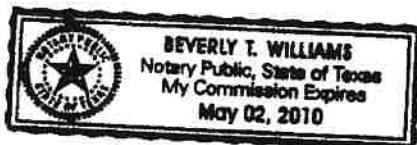
PADRE ISLES PROPERTY OWNERS
ASSOCIATION, INC.

By: 
John B. Fisher, President

STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged on this 3RD 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 E	Volume 1424, Pages 351-59	Volume 38, Pages 25-26
Barataria Bay Units 1 & 2	Volume 1292, Pages 114-21	Volume 34, Pages 60-63
Barataria Bay Unit 3	Volume 1300, Pages 426-33,	Volume 34, Pages 86-87
Barataria Bay Unit 4	Volume 1300, Pages 418-25	Volume 34, Pages 84-85
Barataria Bay Unit 5	Volume 1319, Pages 507-14	Volume 34, Pages 117-118
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Point Tesoro Unit 4	Volume 1345, Pages 493-501	Volume 35, Pages 46-49
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Section No. 3 (Galleon Bay Unit 3)	Volume 1261, Pages 97-104	Volume 33, Pages 83-84
Section No. 3A (Galleon Bay Unit 3)	Volume 1424, Pages 349-50	Volume 38, Pages 22-23
Section No. 4 (Tradewinds)	Volume 1241, Pages 25-33	Volume 33, Pages 44-47
Tract B, Section No. 4 (Tradewinds)	Volume 1588, Pages 725-34	Volume 33, Pages 44-47
Lots 8 through 18, inclusive, Block 191, Section No. 4 (Tradewinds)	Volume 1580, Pages 512-21	Volume 42, Pages 4-5
Tract A, Section No. 4 (Tradewinds)	Volume 1856, Pages 357-365	Volume 33, Pages 44-47

Doc# 2007017105

Pages 9

04/03/2007 3:04PM

Official Records of

NUECES COUNTY

DIANA T. BARRERA

COUNTY CLERK

Fees \$47.00

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

Diana T. Barrera
NUECES COUNTY, TEXAS

Any provision herein which restricts the Sale, Rental or use
of the described REAL PROPERTY because of Race,
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3/12/89.