

To obtain a Ballot you can go to www.PadrelislandARCH.com and click on the "Request a Ballot" tab. You can request an e-signable ballot or download and print a PDF ballot. The fastest and easiest method is the e-signable process.

To execute the Ballot:

- 1) Read the two proposed propositions (pages 2 and 3)
- 2) On the Ballot (page 1):
 - a. Fill in your name or business name that your properties are listed under.
 - b. Fill in your property address.
 - c. You can vote both, one or none of the propositions.
 - d. Fill in your contact information. Please make sure to include your mailing address, email and phone so that you can be notified once the amending process has been completed.
 - e. Most importantly, sign and date the form. If the property is owned by a multiple persons or a business, only one signature is required. If the property is owned by a business, please include the business name.
- 3) Return the Ballot in one of 5 ways, all contactless:
 - a. E-sign and submit it using the electronically signable PDF. (easiest)
 - b. Print, Sign & Mail it to: Padre Island ARCH Group
6113 Saratoga Blvd. Suite F #329
Corpus Christi, TX 78414
 - c. Print, Sign, Scan & email to PadrelislandARCH@gmail.com
 - d. Print, Sign, Take a picture of the signature page & email the photo to PadrelislandARCH@gmail.com
- 4) Once your Ballot is received, we will return to you a unique ID number for your Amendment vote. With this ID you will be able to verify that your vote was applied at the completion of the amendment process. A spreadsheet will be made available that will contain the ID and voting tally for each ballot. Only you will have knowledge of your ID and no personally identifiable information will be included.

If you have submitted a ballot but HAVE NOT received your ID, please contact the ARCH Group at PadrelislandARCH@gmail.com

AMENDMENT
Barataria Bay 5
PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT

Whereas the "Owner" of a lot in the subdivision of BARATARIA BAY 5, as defined in Exhibit A of this agreement, wishes to amend the Protective Covenants.

Whereas Article VIII of BARATARIA BAY 5 provides for the amending of the Protective Covenants, in relevant part,

"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, "

This document affirms that the below named Owner agrees to the following amendments to the Protective Covenants.

(For properties with more than one owner, only a single signature is required)

I, the undersigned Owner, do record my vote For or Against the following amendments:

Proposition 1 – LIABILITY – Remove the PIPOA Liability Waiver

(check ONE or none) ☐ FOR ☐ AGAINST ☐ NONE

Proposition 2 – FEES – Return to 2006 Rules & Rates

(check ONE or none) ☐ FOR ☐ AGAINST ☐ NONE

Property address:

Corpus Christi, TX 78418

Mailing Address (if different):

City: _____ State: _____ Zip: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

Printed name: _____

Business Name (if applicable): _____

Proposition 1 – LIABILITY – Remove the PIPOA Liability Waiver

Explanation

As the Covenant is currently written, you have granted the PIPOA an UNLIMITED WAIVER OF LIABILITY for the failure to properly maintain the Bulkheads, Boat Ramps, and Canal system. This amendment will strike that waiver and make the PIPOA liable for their negligence.

Proposed Amendments

For the Owner of a lot in BARATARIA BAY 5, with reference to Section VI LANDOWNERS AGREEMENT, Paragraph 1,

the last sentence which reads

“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.”

Shall be replaced with

“Trustee **shall** 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.”

Proposition 2 – FEES – Return to 2006 Rules & Rates

Explanation

As currently written, the Covenants set out two different rates for properties held before and after 2007. The proposed amendments Roll back the rates to 2006 levels.

Proposed Amendments

For the Owner of a lot in BARATARIA BAY 5, with reference to Section VI LANDOWNERS AGREEMENT, Paragraph 2 a),

Which reads

“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.”

Shall be replaced with

“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 two cents (2¢) per square foot, and the amount of the annual maintenance charge upon each interior lot shall not exceed one cent (1¢) per square foot. Once assessed, annual maintenance charges shall be payable annually or in such installments as authorized by the Trustee.”

EXHIBIT A
NEIGHBORHOODS

“BARATARIA BAY 5” is defined as Padre Island-Corpus Christi, Barataria Bay Unit 5, a “Subdivision” in Corpus Christi, Texas operating under the Protective Covenants and Landowners’ Agreement dated March 12, 1969, recorded at Volume 1319, Pages 507-514, 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 and 118, Map Records, Nueces County, Texas.