

Galleon Bay 2

The proposed amendment language:

1. The PIPOA will be liable for any failure to properly maintain the Bulkheads, the Boat Ramps, and the Canal system.
2. The fees we pay for these services will be rolled back to 2006 levels, about what they need to provide these important services to the Galleon Bay 2 subdivision.

These proposed amendments are the same amendments the ARCH will be promoting across all PIPOA subdivisions, bringing everyone to the same level of service and costs.

The following covenant documents come from Nueces County, as filed.

THE STATE OF TEXAS §
COUNTY OF NUECES §

PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
PADRE ISLAND - CORPUS CHRISTI, SECTION NO. 2

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. 2, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, pages 80, 81 and 82, 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 easements, for the construction, operation and maintenance of streets, parks, beautification areas, canals, utilities, drainage facilities and easements and Owner has dedicated said streets, parks, beautification areas, canals and 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 said addition, as a high-quality, marina type subdivision, to be constructed by Owner on its property situated on Padre Island, Nueces County, Texas, being the property described in deed into Owner dated July 5, 1965, recorded in Volume 1097, page 367, Nueces County Deed Records, reference to which is here made, which property is hereinafter referred to as the "Padre Island-Corpus Christi Project", or simply as "Padre Island-Corpus Christi", the following restrictions, conditions and use limitations are hereby established, adopted and imposed upon each lot in said addition as shown by said map or plat thereof, save and except the following:

- a. Lots 17 and 18, of Block 101; and
- b. Lots 2 through 19, inclusive, of Block 102;

which lots, blocks or tracts are specifically excluded from the terms, provisions and effect of this instrument.

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

II. DEFINITIONS

1. A "street" is any road, street, avenue 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 sixty-nine hundred (6900) 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 2 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. The Architectural Control Committee, hereinafter called "the Committee", is composed of three (3) members. The initial members, each of whom shall serve until his successor is named as provided herein, are:
 - a. Ben D. Marks, 1916 The 600 Building, Corpus Christi, Texas, 78401.
 - b. Earl Sams Lightner, 2001 South Staples, Corpus Christi, Texas, 78404.
 - c. William Whittet, 823 North 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 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 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 improvement have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and meeting the other standards set forth in this instrument. In addition, no substantial change in the originally approved finish grade elevation of any lot shall be made without the prior written approval of the Committee.

3. Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be

marked "Approved", and returned to the lot owner. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.

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

5. The Committee shall have the right and authority to waive, modify, alter, change or approve any covenant, term, condition or restriction where, in the opinion of the Committee, such change is necessary or required for the advantage and best appearance of the subdivision, 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. Except as set forth in paragraph 1 of Part I above, all lots in said subdivision shall be used for single family dwellings, and for no other purpose.

2. 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 and assigns, as provided in Part VI, below.

3. 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.

4. 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.

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. No septic tank or other means of sewage disposal may be installed unless approved by the proper authorities having jurisdiction with respect thereto (including, but not limited to, the Health Department of Nueces County, Texas, and the State of Texas). The drainage of septic tanks into any road, street, alley or public ditch, either directly or indirectly, is strictly prohibited.

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

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

8. 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.

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

V. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

1. Facing: All improvements on any lot shall be constructed so as to face the 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 residence must contain not less than 1200 square feet; and
- b. The first floor area of the enclosed main dwelling of any two-story residence 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 Padre Island-Corpus Christi (hereinafter referred to as "common areas") and for the preservation of a marina type community of the highest quality, Owner, for the benefit of itself and each successor owner of a lot or parcel out of such subdivision, hereby binds itself, its assigns and each successor owner, as follows:

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

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

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

4. The Maintenance Fund may be pooled, merged or combined with the maintenance funds of other portions of the Padre Island-Corpus Christi Project as developed by Owner, provided the lots and/or owners of lots in such other portions of

such Padre Island-Corpus Christi Project are subject to a maintenance charge, lien and administrative provisions substantially the same as set forth in this Part VI. Such pooled maintenance fund may be expended by the Trustee for the general benefit and common good of the various sections or units of Padre Island-Corpus Christi paying into such fund, without regard to the amount collected from each section or portion. Trustee may use such funds, or any part thereof, for safety and/or recreational projects and for developing, improving and maintaining any and all of the common areas which the owners and/or occupants of lots in any of the sections or portions of Padre Island-Corpus Christi may be privileged or shall have the right to use, regardless of who may own such common areas and regardless of their location within the entire Padre Island-Corpus Christi Project. It is agreed and understood that the judgment of the Trustee, as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest. Trustee shall receive no compensation for acting as custodian and administrator of said Maintenance Fund.

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

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

- a. The unpaid assessments made under the terms hereof for the four years next preceding the date that such lien is sought to be asserted or foreclosed; or
- b. The sum of 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 any portion of the Padre Island-Corpus Christi Project; or (b) a public or quasi-public corporation or entity with the power to tax such as a city, Nueces County or a public district having such powers.

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

VII. DURATION

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

VIII. AMENDMENT

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

IX. ENFORCEMENT

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

X. SEVERABILITY

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

XI. DEDICATION

This instrument of dedication relates to and affects only the above described property, specifically excluding the property described in paragraph 1 of Part I, and shall not affect other property.

EXECUTED this 20th day of November, 1967.

ATTEST:

Barth O'Neal
Assistant Secretary

PADRE ISLAND INVESTMENT CORPORATION

By

Ben D. Marks
Ben D. Marks, President

ATTEST:

M. W. ...
Clerk

CORPUS CHRISTI STATE NATIONAL BANK

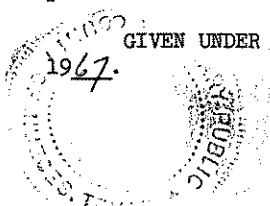
By

W. H. ...
Vice President

DEED RECORDS

THE STATE OF TEXAS }
COUNTY OF NUECES }

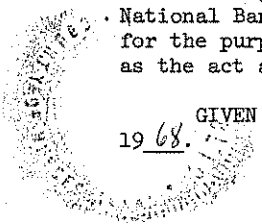
BEFORE ME, the undersigned authority, on this day personally appeared Ben D. Marks, known to me to be the person whose name is subscribed to the foregoing instrument as President of Padre Island Investment Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.



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

Alicia S. Watson
Notary Public in and for Nueces County, Texas

THE STATE OF TEXAS }
COUNTY OF NUECES }



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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of May, 1968.

Marie Daniels
Notary Public in and for Nueces County, Texas
MARIE DANIELS
Notary Public in and for Nueces County, Texas

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

MAY 29 1968



Max Henry E. Gouger
COUNTY CLERK,
NUECES COUNTY, TEXAS

764215 ✓
Dated
And as Restriction has been

COMPARED

DEED RECORDS

VOL. 1274 PAGE 180

Filed For Record
At 10:45 o'clock A.M.

MAY 28 1968

MRS. HENRY E. GOUGER
County Clerk, Nueces County, Texas
Marie Daniels

850

Brasconi, Gary, Shomman + three
Hawthorne

STATE OF TEXAS I FIRST AMENDMENT TO
COUNTY OF NUECES I PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
 PADRE ISLAND-CORPUS CHRISTI, SECTION NO. 2

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated November 20, 1967, recorded in Vol. 1274, Page 173, Deed Records of Nueces County, Texas, (hereinafter called "Protective Covenants") Padre Island Investment Corporation, (hereinafter called "Owner"), joined by Corpus Christi State National Bank, as lien holder, imposed certain restrictions upon the use of the following described property located on Padre Island, Nueces County, Texas, to-wit:

Padre Island-Corpus Christi, Section No. 2, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Vol. 33, Pages 80, 81 and 82, Map Records of Nueces County, Texas, reference to which is here made; and

WHEREAS, Owner replatted a portion of such Section No. 2 by plat entitled "Padre Island-Corpus Christi, a replat of Block 72A and a portion of Block 72-Section No. 2", which replat is recorded in Vol. 34, Pages 13 and 14, Map Records of Nueces County, Texas, reference to which is here made; and

WHEREAS, Padre Island Investment Corporation is the sole owner of the above described property, the lien to the Corpus Christi State National Bank having been discharged heretofore; and

WHEREAS, it is the intent and desire of Owner to amend paragraph 1 of Section I, entitled "SCOPE OF RESTRICTIONS" of such Protective Covenants:

NOW, THEREFORE, Owner hereby amends such paragraph 1 of Section I hereafter to read and be as follows:

"1. For the purpose of creating and carrying out a uniform plan for the improvement and sale of said addition, as a high-quality, marina type subdivision, to be constructed by Owner on its property situated on Padre Island, Nueces County, Texas, being the property described in deed into Owner dated July 5, 1965, recorded

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in Vol. 1097, Page 367, Nueces County Deed Records, reference to which is here made, which property is hereinafter referred to as the "Padre Island-Corpus Christi Project", or simply as "Padre Island-Corpus Christi", the following restrictions, conditions and use limitations are hereby established, adopted and imposed upon each lot in said addition as shown by said map or plat thereof, together with the replat of a portion thereof entitled "Padre Island-Corpus Christi, a replat of Block 72A and a portion of Block 72 - Section No. 2", recorded in Vol. 34, Pages 13 and 14, of the Map Records of Nueces County, Texas, reference to which is here made, save and except Lots 35 through 45, inclusive, of Block 72, as replatted, which lots are specifically excluded from the terms, provisions and effect of this instrument."

DATED this the 28th day of August, 1968.

PADRE ISLAND INVESTMENT CORPORATION

BY: Ben D. Marks
Ben D. Marks, President

ATTEST:

Horatio C. Neal
Assistant Secretary

STATE OF TEXAS

COUNTY OF NUECES

BEFORE ME, the undersigned authority, on this day personally appeared BEN D. MARKS, known to me to be the person whose name is subscribed to the foregoing instrument as president of Padre Island Investment Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of August, 1968.

William D. Granberry
Notary Public, Nueces County, Texas

WILLIAM D. GRANBERRY

Notary Public, in and for Nueces County, Texas
My Commission Expires June 1, 1969

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

SEP 17 1968



Mo Henry G. Gayer
COUNTY CLERK,
NUECES COUNTY, TEXAS

DEED RECORDS

FILED FOR RECORD
AT 10:40 A.M.

SEP 16 1968

MRS. HENRY E. GO'GER
Clerk County C. Nueces
By James Wood

J. W. Gayer

COMPARED
7/22/68
Re: in Partition

THE STATE OF TEXAS I
COUNTY OF NUECES I

SECOND AMENDMENT TO
PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
PADRE ISLAND-CORPUS CHRISTI, SECTION NO. 2

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated November 20, 1967, recorded in Volume 1274, page 173, Deed Records, Nueces County, Texas, (herein called "Protective Covenants") Padre Island Investment Corporation (herein called "Owner") imposed certain restrictions upon the use of the following described property located on Padre Island, Nueces County, Texas:

All lots and tracts of land located in the Padre Island - Corpus Christi, Section No. 2 subdivision, 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; and

WHEREAS, by instrument entitled "First Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated August 28, 1968, recorded in Volume 1292, page 122, Deed Records, Nueces County, Texas, (herein called "First Amendment") paragraph 1 of Section I of the Protective Covenants entitled "SCOPE OF RESTRICTIONS" was amended; and

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

WHEREAS, it is the intent and desire of Owner to further amend paragraph 1 of Section I of the Protective Covenants entitled "SCOPE OF RESTRICTIONS".

NOW, THEREFORE, Owner, as holder of legal title to more than fifty-one per cent (51%) of the lots in such subdivision, hereby amends paragraph 1 of Section I of the Protective Covenants as amended by the First Amendment by deleting the last portion of such paragraph which now reads as follows:

" . . . save and except Lots 35 through 45, inclusive, of Block 72, as replatted, which lots are specifically excluded from the terms, provisions and effect of this instrument."

and substituting for such deleted portion the following:

" . . . save and except Lots 35 through 45, inclusive, of Block 72, as replatted, and save and except all lots in Block 75, which lots are specifically excluded from the terms, provisions and effect of this instrument."

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

DATED this 27th day of December, 1972.

ATTEST:

James H. Barclay
Asst. Secretary

PADRE ISLAND INVESTMENT CORPORATION

David A. Padilla
President

WESTINGHOUSE CREDIT CORPORATION

By John A. Cain

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

THE STATE OF TEXAS I

COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared David A. Padilla, known to me to be the person whose name is subscribed to the foregoing instrument as president of Padre Island Investment Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of December, 1972.



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

Notary Public in and for Nueces County, Texas
My Commission Expires June 1, 1976

THE STATE OF TEXAS I

COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared John A. Cain, known to me to be the person whose name is subscribed to the foregoing instrument as Trust Officer of the Corpus Christi State National Bank, Agent and Attorney-in-Fact for Westinghouse Credit Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of January, ¹⁹⁷³~~1972~~.



J. Gayle Adams
Notary Public in and for Nueces County, Texas.

GAYLE ADAMS
Notary Public in and for Nueces County, Texas

936222

THE STATE OF TEXAS X THIRD AMENDMENT TO
COUNTY OF NUECES X PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
PADRE ISLAND-CORPUS CHRISTI, SECTION NO. 2

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated November 20, 1967, recorded in Volume 1274, Page 173, Deed Records, Nueces County, Texas, (herein called "Protective Covenants") Padre Island Investment Corporation (herein called "Owner") imposed certain restrictions upon the use of the following described property located on Padre Island, Nueces County, Texas:

Padre Island-Corpus Christi, Section No. 2 subdivision, 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, as replatted in part by plats recorded in Volume 34, Pages 13-14, and Volume 35, Page 1, Map Records, Nueces County, Texas; and

WHEREAS, by instrument entitled "First Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated August 28, 1968, recorded in Volume 1292, Page 122, Deed Records, Nueces County, Texas, (herein called "First Amendment") paragraph 1 of Section I of the Protective Covenants entitled "SCOPE OF RESTRICTIONS" was amended; and

WHEREAS, by instrument entitled "Second Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2" dated December 27, 1972 recorded in Volume 1451, Page 1019, Deed Records, Nueces County, Texas (herein called the "Second Amendment") paragraph 1 of Section I of the Protective Covenants entitled "SCOPE OF RESTRICTIONS" was further amended; and

WHEREAS, as of the date hereof legal title to more than fifty-one percent (51%) of the lots in such subdivision is vested in Owner as shown by the records of Nueces County, Texas, and such lots held by Owner are subject to Deeds of Trust dated June 30, 1972, to J. B. Bartling, Trustee, for the benefit of Westinghouse Credit Corporation, as recorded in Volume 1292, Pages 872 and 898, Deed of Trust Records, Nueces County, Texas (herein called "Deeds of Trust"); and

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WHEREAS, it is the intent and desire of Owner to further amend paragraph 1 of Section I of the Protective Covenants entitled "SCOPE OF RESTRICTIONS";

NOW, THEREFORE, Owner, as holder of legal title to more than fifty-one percent (51%) of the lots in such subdivision, hereby amends paragraph 1 of Section I of the Protective Covenants, as amended by the First Amendment and by the Second Amendment, by deleting the last portion of such paragraph which now reads as follows:

"...as shown by said map or plat thereof, together with the replat of a portion thereof entitled "Padre Island-Corpus Christi, a replat of Block 72A and a portion of Block 72 - Section No. 2", recorded in Volume 34, Pages 13 and 14, of the Map Records of Nueces County, Texas, reference to which is here made, save and except Lots 35 through 45, inclusive, of Block 72, as replatted, and save and except all lots in Block 75, which lots are specifically excluded from the terms, provisions and effect of this instrument.";

and substituting for such deleted portion the following:

"...as shown by said map or plat thereof together with all recorded replats of portions thereof, reference to which is here made, save and except Lot 41-A, Block 72, as replatted, and save and except all lots in Block 75, which lots are specifically excluded from the terms, provisions and effect of this instrument."

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

DATED this 28th day of January, 1974.

PADRE ISLAND INVESTMENT CORPORATION

By

Charles T. Tamm
President

ATTEST:

[Signature]
Secretary

WESTINGHOUSE CREDIT CORPORATION

By

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

THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared Charles W. Terrell, known to me to be the person whose name is subscribed to the foregoing instrument as President of Padre Island Investment Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of January, 1974.

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

FEB 5 1974



COUNTY CLERK,
NUECES COUNTY, TEXAS

Mary Rose Steed
Notary Public in and for Nueces County,
Texas

My Commission Expires:

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

THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared John A. Cain, known to me to be the person whose name is subscribed to the foregoing instrument as Trust Officer of the Corpus Christi State National Bank, Agent and Attorney-in-Fact for Westinghouse Credit Corporation, 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 28 day of January, 1974.



Carmen Griffin
Notary Public in and for Nueces County,
Texas

My Commission Expires:

June 1975

FILED FOR RECORD

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M. Henry Genger
COUNTY CLERK NUECES COUNTY TEX.

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PROOFED

COMPARED

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THE STATE OF TEXAS X
COUNTY OF NUECES X

PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
BLOCK 75, PADRE ISLAND-CORPUS CHRISTI,
SECTION NO. 2

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 1 through 25 inclusive, Block 75, 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, 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 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.

Owner has subdivided said addition into lots with streets, canals and easements, for the construction, operation and maintenance of streets, canals, utilities, drainage facilities and easements and Owner has dedicated said streets, canals and 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 said addition, as a high-quality, marina type subdivision, to be constructed by Owner on its property situated on Padre Island, Nueces County, Texas, being the property described in deed into Owner dated July 5, 1965, recorded in Volume 1097, page 367, Nueces County Deed Records, reference to which is here made, which property is hereinafter referred to as the "Padre Island-Corpus Christi Project", or simply as "Padre Island-Corpus Christi", the following restrictions, conditions and use limitations are hereby established, adopted and imposed upon each lot in said addition as shown by said map or plat thereof.

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

II. DEFINITIONS

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

2. A "utility easement" is any easement designated as such on the recorded map 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).

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3. A "canal" is a waterway.
4. 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 4 of Part IV, below.
5. A "navigation channel" is that portion of a canal which is not designated as a "mooring area" on the plat of such subdivision within which absolutely no obstructions are permitted.

III. ARCHITECTURAL CONTROL

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

- a. Ben D. Marks, P. O. Box 8809, Corpus Christi, Texas, 78412.
- b. Charles Terrell, P. O. Box 8809, Corpus Christi, Texas, 78412.
- c. David M. Wilson, 530 Wilson Building, Corpus Christi, Texas, 78401.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining 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 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 improvement have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation and meeting the other standards set forth in this instrument. In addition, no substantial change in the originally approved finish grade elevation of any lot shall be made without the prior written approval of the Committee.

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

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

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

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

IV. GENERAL LAND USE

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

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

b. Operation of a "multi-family dwelling" means use for high density residential units, including duplexes, tri-plexes, four-plexes and row or cluster housing, available for rent or for ownership on a cooperative or condominium basis.

2. 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. 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 and assigns, as provided in Part VI, below.

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

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

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

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

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

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

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

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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. 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.
15. 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.
16. 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 eighteen (18) months from the start of construction, unless delayed for some reason beyond owner's control, in which event the Committee may extend the foregoing time limits.

V. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

1. Facing: All improvements on any lot shall be constructed so as to face the front lot line, as designated in the conveyance out of Owner, unless approved otherwise 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 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.
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 wall shall be erected, placed, altered or maintained on any building site nearer to the front property line than the building line specified in the conveyance out of Owner. No fence shall be constructed higher than six feet (6'), unless approved by the Committee, and all fences shall be subject to approval by the Committee.
6. Building Lines: All buildings and improvements of any nature whatsoever must be constructed within the building lines specified with respect to each such lot on the plat of said addition 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 forty (40) pounds per square foot so as not to cause undue hazard to neighboring structures.
8. 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.

9. Parking: One (1) parking space shall be provided for every bedroom contained in the improvements constructed on the property in the addition.

10. Height: No building may exceed three stories or forty-five feet in height unless: (a) the area of the tract on which the building is located shall be equal to not less than one-half (1/2) the total floor area of the building or buildings constructed thereon; and (b) no more than fifty per cent (50%) of such property shall be occupied by a building or buildings.

VI. LANDOWNERS' AGREEMENT

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

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

2. In order to provide a fund for the proper maintenance of such common areas, hereinafter called "Maintenance Fund", there is hereby imposed upon each lot in the subdivision an annual maintenance charge which shall not exceed one cent (\$.01) per square foot of each tract so designated for use as an apartment site; and two cents (\$.02) per square foot of each tract so designated for use as a multi-family dwelling site. Such maintenance charge shall be determined annually by the Trustee based upon the projected cost of maintaining such common areas; however, no maintenance charge shall be assessed by Trustee until some portion of the common areas has been improved. Once assessed by the Trustee, one-twelfth (1/12) of such maintenance charge shall be payable monthly, in advance, on the first day of each month, by each beneficial owner of a lot in such subdivision. The maintenance charge hereby imposed shall not apply to Owner, or to lots to which Owner owns both the record and beneficial title.

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

4. The Maintenance Fund may be pooled, merged or combined with the maintenance funds of other portions of the Padre Island-Corpus Christi Project as developed by Owner, provided the lots and/or owners of lots in such other portions of such Padre Island-Corpus Christi Project are subject to a maintenance charge, lien and administrative provisions substantially the same as set forth in this Part VI. Such pooled maintenance fund may be expended by the Trustee for the general benefit and common good of the various sections or units of Padre Island-Corpus Christi paying into such fund, without regard to the amount collected from each section or portion. Trustee may use such funds, or any part thereof, for safety and/or recreational projects and for developing, improving and maintaining any and all of the common areas which the owners and/or occupants of lots in any of the sections or portions of Padre Island-Corpus Christi may be privileged or

shall have the right to use, regardless of who may own such common areas and regardless of their location within the entire Padre Island-Corpus Christi Project. It is agreed and understood that the judgment of the Trustee, as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest. Trustee shall receive no compensation for acting as custodian and administrator of said Maintenance Fund.

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

Without diminishing the personal obligations of any owner for any sum imposed under the terms hereof, the lien hereby granted upon any lot shall not secure any sum in excess of the 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 interests in and to the common areas and the Maintenance Fund as well as all of its powers, rights, liens, responsibilities, duties and authority under the terms of this Part VI to: (a) a non-profit corporation, or other organization, formed by Owner for the purpose of maintaining the common areas in any portion of the Padre Island-Corpus Christi Project; or (b) a public or quasi-public corporation or entity with the power to tax such as a city, Nueces County or a public district having such powers.

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

VII. DURATION

The restrictions and covenants herein set forth shall continue and be binding upon Owner, its successors and assigns, for a period of thirty-five (35) years

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

VIII. AMENDMENT

At any time the owners of the legal title to 51% of the lots in Padre Island-Corpus Christi, Section No. 2, (as shown by the records of Nueces County, Texas) may amend the restrictions, covenants, conditions, and matters set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Nueces County, Texas, except that, prior to the expiration of fifteen (15) years from date hereof, no such amendment shall be valid or effective without the joinder of Owner, its successors or assigns.

IX. ENFORCEMENT

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

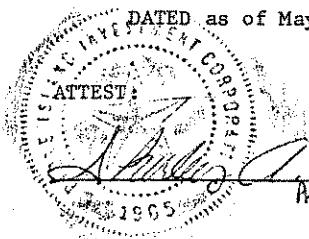
X. SEVERABILITY

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

XI. DEDICATION

This instrument of dedication relates to and affects only the above described property.

DATED as of May 24, 1973.



Attest. Secretary

PADRE ISLAND INVESTMENT CORPORATION

By [Signature] President

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



APR 18 1974

Mr. Henry J. Gungor
COUNTY CLERK,
NUECES COUNTY, TEXAS

WESTINGHOUSE CREDIT CORPORATION acting by and through its agent and attorney-in-fact Corpus Christi State National Bank, Trustee

By *John A. Cain*, Trust
Officer of the Corpus Christi State National Bank, Trustee

THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared *Charles W. Farrell*, known to me to be the person whose name is subscribed to the foregoing instrument as President of Padre Island Investment Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of September, 1973.

Mary Rose Steed
Notary Public in and for Nueces County,
T e x a s
My Commission Expires June 1, 1975

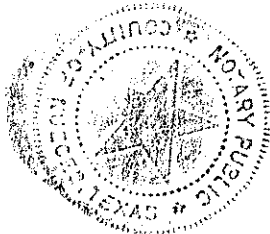
THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared *John A. Cain*, known to me to be the person whose name is subscribed to the foregoing instrument as Trust Officer of the Corpus Christi State National Bank, Trustee, as agent and attorney-in-fact for Westinghouse Credit Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of September, 1973.

Colman Whiffin
Notary Public in and for Nueces County,
T e x a s
My Commission Expires: June 1, 1975



941974

PROOFED

RECORDED

FILED FOR RECORD
APR 17 3 21 PM '74
Mr. Henry J. Gungor
COUNTY CLERK NUECES COUNTY TEX.

50
8

*Padre Island Investment Corp.,
P.O. Box 889
C.O. Lic. 78412*

THE STATE OF TEXAS § FOURTH AMENDMENT TO
 § PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
COUNTY OF NUECES § PADRE ISLAND-CORPUS CHRISTI, SECTION NO. 2

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated November 20, 1967, recorded in Volume 1274, Page 173, Deed Records, Nueces County, Texas (the "Protective Covenants"), which Protective Covenants are incorporated herein by reference for all purposes, Padre Island Investment Corporation ("Padre") imposed certain restrictions upon the use of the following described property located on Padre Island, Nueces County, Texas:

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, save and except, Lots 17 and 18, Block 101, and Lots 2 through 19, inclusive, Block 102 of such subdivision; and

WHEREAS, the Protective Covenants were subsequently amended by (a) "First Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated August 28, 1968 recorded in Volume 1292, Page 122, Deed Records, Nueces County, Texas, (b) "Second Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated December 27, 1972 recorded in Volume 1451, Page 1019, Deed Records, Nueces County, Texas, and (c) "Third Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated January 28, 1974 recorded in Volume 1485, Page 875, Deed Records, Nueces County, Texas (collectively the "Amendments"), which Amendments are incorporated herein by reference for all purposes; and

WHEREAS, as of the date hereof legal title to more than 51% of the lots in the Padre Island-Corpus Christi, Section No. 2 subdivision as replatted is vested in Padre as shown by the records of Nueces County, Texas, and such lots held by Padre are subject to Deeds of Trust dated June 30, 1972 for the benefit of Westinghouse Credit Corporation and Aetna Business Credit, Inc., recorded in Volume 1292, Pages 872 and 898, Deed of Trust Records, Nueces County, Texas (the "Deeds of Trust");

NOW, THEREFORE, Padre, as the holder of legal title to more than 51% of the lots in the Padre Island-Corpus Christi, Section No. 2 subdivision as replatted, hereby modifies and amends the Protective Covenants as amended by the Amendments as follows:

(1) Section IV entitled "General Land Use" is hereby modified and amended by deleting paragraph 1 which now reads as follows:

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

and substituting for such deleted paragraph the following:

"1. Except as set forth in paragraph 1 of Part I above, all lots in said subdivision except for Lots 43-A, 44 and 45, Block 72, Padre Island-Corpus Christi, Section No. 2, shall be used for single family dwellings and for no other purpose. Lots 43-A, 44 and 45, Block 72, Padre Island-Corpus Christi, Section No. 2, shall be used solely for the operation of a "general business", meaning use for the purpose of providing facilities for retail sales and personal services for persons occupying, using or visiting tracts in the immediate vicinity of such business, including for illustration and not for limitation, barber shops, beauty shops, banks, camera stores, clothing stores, 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 uses and services, private and public schools, churches, hospitals, convalescent homes, grocery stores, variety stores, department or junior department stores, dry good stores, appliance stores and post office or other governmental offices, together with such other similar and like business uses as distinguished from manufacturing or industrial uses; provided, however, such Lots 43-A, 44 and 45 shall not be used in whole or in part for the construction or operation of a gasoline service station or any use for the retail sale of lubricants, tires, batteries, automobile parts, truck parts, automobile repairs or truck repairs."

(2) Paragraph 4 of Section IV entitled "General Land Use" is hereby modified and amended by deleting the first sentence thereof and substituting for such deleted sentence the following two sentences:

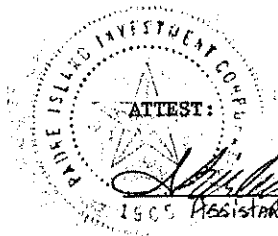
"4. Except for Lots 43-A, 44 and 45, Block 72, Padre Island-Corpus Christi, Section No. 2, no commercial, trade or business activity of any nature shall be carried upon any lot. Further, no activity shall be conducted upon any lot within the subdivision which may be or become an annoyance or nuisance to the neighborhood."

(3) Paragraph 2 of Section V entitled "Size, Design and Placement of Improvements" is hereby modified and amended by deleting the first phrase thereof consisting of four typewritten lines and substituting therefor the following:

"2. Minimum Floor Areas: Except for Lots 43-A, 44 and 45, Block 72, Padre Island-Corpus Christi, Section No. 2 which are excluded from the limitations contained in this paragraph 2, 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 requirements: . . ."

Westinghouse Credit Corporation and Aetna Business Credit, Inc., beneficiaries under the Deeds of Trust acting by and through their duly authorized Agent and Attorney-in-Fact, join in the execution of this instrument for the sole purpose of evidencing approval hereof.

DATED this 9th day of April, 1976, but effective for all purposes as of March 29, 1976.



PADRE ISLAND INVESTMENT CORPORATION

By

[Signature]
Vice President

WESTINGHOUSE CREDIT CORPORATION AND AETNA
BUSINESS CREDIT, INC.

By

[Signature]
Trust Officer of Corpus Christi National
Bank, agent and attorney-in-fact for
Westinghouse Credit Corporation and Aetna
Business Credit, Inc.

THE STATE OF TEXAS I
COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared M. Marvin Morrow, 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 corporation.

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

Marion S. Harrison
Notary Public in and for Nueces
County, Texas
My Commission Expires: June 1, 1977

THE STATE OF TEXAS I
COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared Steven 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, as agent and attorney-in-fact for Westinghouse Credit Corporation and Aetna Business Credit, Inc., 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 9th day of April, 1976.

Annie M. Gaudin
Notary Public in and for Nueces
County, Texas
My Commission Expires: June 1, 1977

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

APR 12 1976



Marion Whelinger

COUNTY CLERK,
NUECES COUNTY, TEXAS

COMPARED

7106

PROCESSED

FILED FOR RECORD

APR 12 4 02 PM '76

Marion Whelinger

COUNTY CLERK NUECES COUNTY, TX

-4-

DEED RECORDS

VOL 1561 PAGE 975

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

147

THE STATE OF TEXAS	§	FIFTH AMENDMENT TO
	§	PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
COUNTY OF NUECES	§	PADRE ISLAND-CORPUS CHRISTI, SECTION NO. 2

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated November 20, 1967, recorded in Volume 1274, Page 173, Deed Records, Nueces County, Texas (the "Protective Covenants"), which Protective Covenants are incorporated herein by reference for all purposes, Padre Island Investment Corporation ("Padre") imposed certain restrictions upon the use of the following described property located on Padre Island, Nueces County, Texas:

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, save and except, Lots 17 and 18, Block 101, and Lots 2 through 19, inclusive, Block 102 of such subdivision; and

WHEREAS, the Protective Covenants were subsequently amended by (a) "First Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated August 28, 1968 recorded in Volume 1292, Page 122, Deed Records, Nueces County, Texas, (b) "Second Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated December 27, 1972 recorded in Volume 1451, Page 1019, Deed Records, Nueces County, Texas, (c) "Third Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated January 28, 1974 recorded in Volume 1485, Page 875, Deed Records, Nueces County, Texas, and (d) "Fourth Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Section No. 2", dated April 9, 1976, recorded in Volume 1561, Pages 972-975, Deed Records, Nueces County, Texas (collectively the "Amendments"), which Amendments are incorporated herein by reference for all purposes; and

WHEREAS, as of the date hereof legal title to more than 51% of the lots in the Padre Island-Corpus Christi, Section No. 2 subdivision as replatted is vested in Padre as shown by the records of Nueces County,

Texas, and such lots held by Padre are subject to Deeds of Trust dated June 30, 1972 for the benefit of Westinghouse Credit Corporation and Aetna Business Credit, Inc., recorded in Volume 1292, Pages 872 and 898, Deed of Trust Records, Nueces County, Texas (the "Deeds of Trust");

NOW, THEREFORE, Padre, as the holder of legal title to more than 51% of the lots in the Padre Island-Corpus Christi, Section No. 2 subdivision as replatted, hereby modifies and amends the Protective Covenants as amended by the Amendments as follows: Section IV entitled "General Land Use" is hereby modified and amended by deleting the present paragraph 1 in its entirety and substituting for such deleted paragraph the following:

"1. Except as set forth in paragraph 1 of Part I above, all lots in said subdivision except for Lots 43-A, 44 and 45, Block 72, Padre Island-Corpus Christi, Section No. 2, shall be used for single family dwellings and for no other purpose. Lots 43-A, 44 and 45, Block 72, Padre Island-Corpus Christi, Section No. 2, shall be used solely for the operation of a "general business", meaning use for the purpose of providing facilities for retail sales and personal services for persons occupying, using or visiting tracts in the immediate vicinity of such business, including for illustration and not for limitation, barber shops, beauty shops, banks, camera stores, clothing stores, drugstores, souvenir gift shops, sporting good stores, restaurants, drive-in convenience grocery stores (including the retail sale of gasoline and oil), dry cleaning receiving stations, self-service laundries and dry cleaning establishments, offices and office buildings for business and professional uses and services, private and public schools, churches, hospitals, convalescent homes, grocery stores, variety stores, department or junior department stores, dry good stores, appliance stores and post office or other governmental offices, together with such other similar and like business uses as distinguished from manufacturing or industrial uses; provided, however, such Lots 43-A, 44 and 45 shall not be used in whole or in part for the construction or operation of a gasoline service station or any use for the retail sale of lubricants, tires, batteries, automobile parts, truck parts, automobile repairs or truck repairs, except for the retail sale of gasoline and oil in conjunction with the operation of a drive-in convenience grocery store as provided above."

Gene W. White, the owner and holder of legal title to such Lots 43-A, 44 and 45, Block 72, Padre Island-Corpus Christi, Section No. 2, a subdivision of Nueces County, Texas, joins in the execution of this amendment to evidence his approval and acceptance hereof.

Westinghouse Credit Corporation and Aetna Business Credit, Inc.,
beneficiaries under the Deeds of Trust acting by and through their duly
authorized Agent and Attorney-in-Fact, join in the execution of this
instrument for the sole purpose of evidencing approval hereof.

DATED this 5th day of MAY, 1976.

PADRE ISLAND INVESTMENT CORPORATION

ATTEST:

By /s/ M. Misirow
Vice President

/s/ Shirley A. Andrews
Secretary

WESTINGHOUSE CREDIT CORPORATION AND AETNA
BUSINESS CREDIT, INC.

By /s/ Gwen O'Brien
Trust Officer of Corpus Christi National
Bank, agent and attorney-in-fact for
Westinghouse Credit Corporation and Aetna
Business Credit, Inc.

/s/ Gene W. White
GENE W. WHITE

THE STATE OF TEXAS X

COUNTY OF NUECES X

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 corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of
May, 1976.

/s/ Marilyn S. Harrison
Notary Public in and for Nueces
County, Texas
My Commission Expires: June 1, 1977

THE STATE OF TEXAS I

COUNTY OF NUECES I

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, as agent and attorney-in-fact for
Westinghouse Credit Corporation and Aetna Business Credit, Inc., 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 10th day of
May, 1976.

/s/ Nancy Field
Notary Public in and for Nueces
County, Texas
My Commission Expires: _____

THE STATE OF TEXAS I

COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared
GENE W. WHITE, 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 the 10th day of
May, 1976.

/s/ Wanda E. Miles
Notary Public in and for Nueces
County, Texas
My Commission Expires: 6/1/77

Filed for Record June 30, 1976 at 3:46 pm

document 15106

THE STATE OF TEXAS } SIXTH AMENDMENT TO PROTECTIVE
 } COVENANTS AND LANDOWNERS' AGREEMENT
COUNTY OF NUECES } PADRE ISLAND CORPUS CHRISTI, SECTION NO. 2

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island - Corpus Christi, Section No. 2," dated November 20th, 1967, recorded in Volume 1274, Pages 173-180, Deed Records, Nueces County, Texas (hereinafter called the "Protective Covenants"), Padre Island Investment Corporation (hereinafter 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:

Padre Island – Corpus Christi, Section 2, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 33, pages 80, 81 and 82, and 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, except that, prior to the expiration of fifteen (15) years from date hereof, no such amendment shall be valid or effective without the joinder of Owner, its successors or assigns." and

WHEREAS, there are a total of 230 record owners of lots within the Subdivision; and

WHEREAS, a majority (125) 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-paragraph a. of Paragraph 2, under Section V to read as follows:

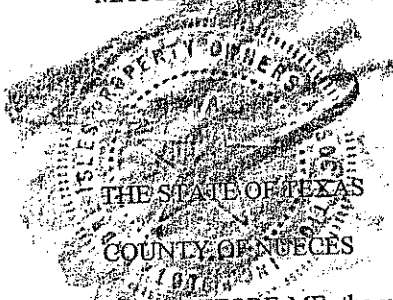
"a. The area of the enclosed main dwelling of any one-story single family residence must contain not less than 1,600 square feet."

DATED this 21st day of May 2001.

ATTEST:

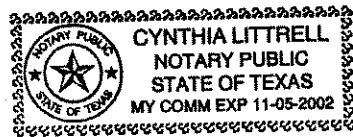

MAURICE J. WALKER, Secretary



RICHARD C. PITTMAN, President



BEFORE ME, the undersigned authority, on this day personally appeared RICHARD C. PITTMAN, 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 21st day of May 2001.




Cynthia Littrell, Notary Public
My commission expires 11/05/02.

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

Doc# 2001023205
Pages 2
Date: 6/7/2001 2:17:44 PM
Filed & Recorded in
Official Records of
NUECES COUNTY
ERNEST M. BRIONES
COUNTY CLERK
Fees \$11.00

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




COUNTY CLERK
NUECES COUNTY, TEXAS

PAGE 2.

0-22⁰⁰
Padre Isles Property Owners Assn.
14015 Fortuna Bay Drive
Corpus Christi, TX 78418

THE STATE OF TEXAS S
 S
COUNTY OF NUECES S

DOC# 828183

AMENDMENT

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

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

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

WHEREAS, the Agreements each provide:

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

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

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

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

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

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

"1. The Architectural Control Committee, hereinafter called "the Committee", shall be composed of five members appointed by a majority vote of the Board of Directors of the Padre Isles Property Owners' Association, Inc., hereinafter called "the Board". The Committee shall function under the policies established and direction given by the Board; provided, however, the policies and direction promulgated by the Board

shall, in no event be in conflict with the provisions of these Covenants. Should a conflict occur, the provisions of the Covenants shall control.

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

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

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

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

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

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

g. No member of the Committee, or his/her designated representative, shall be entitled to or accept compensation for services performed hereunder.

h. A member of the Board shall not also serve as a member of the Committee.

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

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

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

2. Paragraph 5 is changed as follows:

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

3. Paragraph 6 is changed as follows:

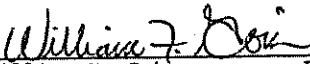
So much of paragraph 6 reads: "6. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these restrictions" is changed to read: "6. The Committee shall have authority to interpret the general intent, effect and purpose of these restrictions."

DATED this 23 day of OCTOBER, 1992.

ATTEST:

PADRE ISLES PROPERTY OWNERS
ASSOCIATION, INC.


Robert J. Southard Secretary

BY 
William F. Goin President

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

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

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



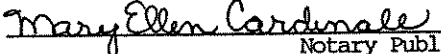

Notary Public

EXHIBIT A

PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENTS

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

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

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

EXHIBIT B

PROPERTY LOCATED WITHIN THE DEVELOPMENT

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

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

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

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

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

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

OCT 26 1992



Ernest M. Briones
COUNTY CLERK
NUECES COUNTY, TEXAS

COMPARED

17 00/2 Return To:
Padre Isles Property Owners Association, Inc.
14015 Fortuna Bay Drive
Corpus Christi, Texas 78418

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 ____ 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 ____ 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
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