

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

To execute the Ballot:

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

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

**AMENDMENT
TRADEWINDS
PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT**

Whereas the "Owner" of a lot in the subdivisions of TRADEWINDS 1, or TRADEWINDS 2, or TRADEWINDS 3, or TRADEWINDS 4, as defined in Exhibit A of this agreement, wish to amend the Protective Covenants.

Whereas Article VIII of TRADEWINDS 1, and TRADEWINDS 2, and TRADEWINDS 3 provides for the amending of the Protective Covenants, in relevant part,

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

And whereas Article V, Section 3 of TRADEWINDS 4 provides for the amending of the Protective Covenants, in relevant part,

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

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

***This ballot must be signed in order to be valid.
For properties with more than one owner, only one signature is required.
Please include the business name if property is owned by a business.***

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

Proposition 1 – LIABILITY – Remove the PIPOA Liability Waiver

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

Proposition 2 – FEES – Return to 2006 Rules & Rates

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

Property address:

Corpus Christi, TX 78418

Mailing Address (if different):

City: _____ State: __ Zip: ____

Signature: _____

Date: _____

Printed name: _____

Email: _____

Business Name (if applicable):

Phone: _____

Proposition 1 – LIABILITY – Remove the PIPOA Liability Waiver

Explanation

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

Proposed Amendments

For the Owner of a lot in TRADEWINDS 1, or TRADEWINDS 2, or TRADEWINDS 3 with reference to Section VI LANDOWNERS AGREEMENT, Paragraph 1,

the last sentence which reads

“Trustee **shall not** be liable to an owner of any interest in such subdivision for any damage, claim or expense for the manner in which said common areas are maintained and repaired, or for failure to maintain or repair said common areas.”

Shall be replaced with

“Trustee **shall** be liable to an owner of any interest in such subdivision for any damage, claim or expense for the manner in which said common areas are maintained and repaired, or for failure to maintain or repair said common areas.”

For the Owner of a lot in TRADEWINDS 4, with reference to ARTICLE III, Section 2,

Following the sentence which reads

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

Shall be added the sentence

“The Association **shall** be liable to an owner of any interest in such subdivision for any damage, claim or expense for the manner in which said common areas are maintained and repaired, or for failure to maintain or repair said common areas.”

Proposition 2 – FEES – Return to 2006 Rules & Rates

Explanation

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

Proposed Amendments

For the Owner of a lot in TRADEWINDS 1, or TRADEWINDS 2, or TRADEWINDS 3 with reference to Section VI LANDOWNERS AGREEMENT, Paragraph 2, or for the Owner of a lot in TRADEWINDS 4, with reference to ARTICLE III, Section 3, it shall be struck in its entirety and be replaced with

“Upon the transfer of record title to any lot which is used for a single-family residence or duplex following the recordation of this Amendment, the amount of the annual maintenance charge upon each canal lot shall not exceed two cents (2¢) per square foot, and the amount of the annual maintenance charge upon each interior lot shall not exceed one cent (1¢) per square foot. Once assessed, annual maintenance charges shall be payable annually or in such installments as authorized by the Trustee.”

EXHIBIT A

NEIGHBORHOODS

“TRADEWINDS 1” is defined as Padre Island-Corpus Christi, Section No. 4 (Tradewinds), 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.

“TRADEWINDS 2” is defined as Padre Island-Corpus Christi, Tract B, Section No. 4 (Tradewinds), 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.

“TRADEWINDS 3” is defined as Padre Island-Corpus Christi, Lots 8 through 18, inclusive, Block 191, Section No. 4 (Tradewinds), 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.

“TRADEWINDS 4” is defined as Tract A, Padre Island-Corpus Christi, Section No. 4 (Tradewinds), 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.