

THE STATE OF TEXAS |
COUNTY OF NUECES |

760479

PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT --

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 (hereinafter called "the property"), to-wit:

- A. Lot 10 of Block 71 of Padre Island-Corpus Christi Section No. 3, as shown by map or plat thereof recorded in Volume 33, pages 83 and 84, Map Records of Nueces County, Texas, reference to which is here made; and
- B. Lots 1A through 6A, inclusive, of Block 1 and Lots 1A through 15A, inclusive, of Block 2 of Padre Island No. 1, as shown by map or plat thereof recorded in Volume 13, pages 1 through 8, Map Records of Nueces County, Texas, reference to which is here made.

I. SCOPE OF RESTRICTIONS

1. For the purpose of creating and carrying out a uniform plan for the improvement and sale of Owner's property situated on Padre Island, Nueces County, Texas, being the property described in the 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 tract into which the property may be presently or subsequently subdivided (each such portion of the property being hereinafter called a "tract").

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 an interest in the property, whether by purchase, descent, devise, gift or otherwise, and each person, by the acceptance of title to any tract, 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 tract 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 tract to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such tract shall be construed to be subject to the terms of this instrument.

II. 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 its designated representative, shall be entitled to any compensation for services performed hereunder. At any time, the record owners of

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

2. No building, structure or improvement of any nature shall be erected, placed, or altered on any tract until the construction plans and specifications and a plan showing the location of any 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, and in the instrument conveying such tract out of Owner. In addition, no substantial change in the originally approved finish grade elevation of any tract 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 tract owner. Any modifications or changes to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.

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

5. The Committee shall have the right and authority to waive, modify, alter, change or approve, by written instrument, 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.

III. GENERAL LAND USE

1. Each tract shall be used solely for the operation of a "neighborhood business" or a "general business", or any combination thereof, as hereinafter defined, subject to any further conditions or limitations set forth in the conveyance of such tract out of Owner, to-wit:

a. Operation of a "neighborhood business" means 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, liquor stores, drug stores, souvenir-gift shops, sporting goods stores, restaurants, drive-in convenience grocery stores, dry-cleaning receiving stations, self-service laundries and dry-cleaning establishments, and offices and office buildings for business and professional uses and services.

b. Operation of a "general business" means any use permitted under "neighborhood business" plus the following uses: boat sales, bowling alleys, billiard parlors, skating rinks, swimming pools, pet shops, gasoline service stations, private or public schools, churches, hospitals, convalescent homes, homes for the aged, lounges, private clubs, night clubs, grocery stores, variety stores, department or junior department stores, dry goods stores, appliance stores, post office or other governmental offices, together with such other similar and like business uses, as distinguished from manufacturing or industrial uses, which may be approved in writing by the Committee.

No tract, 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.

*This para deleted
by 1st Amend.*

2. All buildings and other improvements placed on any tract shall be newly erected on said tract and no secondhand or used buildings or other improvements shall be moved onto any tract and no used or secondhand materials may be used in the exterior of such improvements unless specifically approved in advance, in writing, by the Committee.

3. No activity of any nature shall be carried on upon such tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. 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 Departments 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.

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

6. 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.

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

8. 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 abutting any tract.

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

10. No building material of any kind or character shall be placed or stored upon any tract 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.

11. 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.

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

13. Construction must begin within three (3) months after the approval of the plans 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.

IV. SIZE, DESIGN AND PLACEMENT OF IMPROVEMENTS

1. Facing: All improvements on any tract shall be constructed so as to face the front tract line, as designated in the conveyance out of Owner, unless approved otherwise by the Committee.

2. Foundations: The foundation of all improvements 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 tract must be in keeping with the general architectural design of the main structure 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 tract must be approved by the Committee.

5. Fences or Walls: No fence or wall shall be erected, placed, altered or maintained on any tract 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 tract on the plat of said addition and in the conveyance of such tract 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 any tract shall keep the weeds out of the particular tract 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 tracts cleaned to comply with the above and any reasonable expense incurred in doing the same shall be paid by the owner of the respective tract.

V. 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 tract, 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, hereafter called "Maintenance Fund", there is hereby imposed upon each tract an annual maintenance charge which shall not exceed one-half of one cent (\$.005) per square foot of each tract so designated for use as a neighborhood or general business 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 the beneficial owner of each tract. The maintenance charge hereby imposed shall not apply to Owner, or to tracts 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 tracts and/or owners of tracts 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 V. 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 tracts 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 tract subject to such charge. There is hereby granted unto the Trustee an express lien against each tract to secure all obligations of the owner or owners of said tract imposed upon such owner, or tract, 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 tract 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 buildings or any other improvements whatsoever on any portion of the tract, 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 tract, should it deem it advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other tract.

Without diminishing the personal obligations of any owner for any sum imposed under the terms hereof, the lien hereby granted upon any tract 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 rights, 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 V 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 V shall apply with equal force and effect to any successor in interest to Trustee, as provided in paragraph 7, of this Part V.

VI. 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 tracts 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.

VII. AMENDMENT

At any time, the owners of the legal title to all of the surface area of 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, 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, or its successors.

VIII. ENFORCEMENT

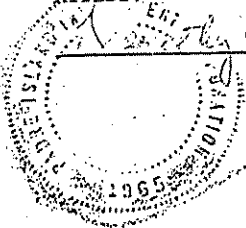
The restrictions, conditions and use limitations herein set forth shall be binding upon Owner, its successors and assigns, and all parties claiming by, through or under them and all subsequent owners of each tract, each of whom shall be obligated and bound to observe such restrictions, conditions and use limitations, provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said tract. 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 tract 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 tract, 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 tract 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.

IX. 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.

Dated April 8, 1968.

ATTEST:


W. O'Neil
Secretary

PADRE ISLAND INVESTMENT CORPORATION

By Ben D. Marks
Ben D. Marks, President

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 5th day of April, 1968.



J. W. Gary
Notary Public in and for Nueces County, Texas.

J. W. GARY

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 9 1968



M. Henry Decker
COUNTY CLERK,
NUECES COUNTY, TEXAS

6470294

RESERVED
1968 App. B, PA. 2, 53
FILED FOR RECORDS
NUECES COUNTY, TEXAS

156

THE STATE OF TEXAS I
COUNTY OF NUECES I

FIRST AMENDMENT TO PROTECTIVE COVENANTS
AND LANDOWNERS' AGREEMENT FOR A PORTION
OF BLOCK 71, PADRE ISLAND-CORPUS CHRISTI,
SECTION NO. 3 AND A PORTION OF BLOCKS 1
AND 2, PADRE ISLAND NO. 1

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement" dated April 8, 1968, recorded in Volume 1265, page 491, Deed Records of Nueces County, Texas (the "Protective Covenants"), Padre Island Investment Corporation, a Texas corporation, ("Padre") imposed certain restrictions upon the use of the land therein described (the "Subdivision"); and

WHEREAS, legal title to the Subdivision as shown by the records of Nueces County, Texas, as of the date hereof is vested in each of the undersigned as to the property described appurtenant to the signature line of each of the undersigned (the undersigned collectively herein referred to as the "Owners"); and

WHEREAS, it is the intent and desire of Padre and the Owners to amend the Protective Covenants in the manner herein set forth;

NOW, THEREFORE, Owners hereby amend Article III entitled "General Land Use" of the Protective Covenants by deleting paragraph 1 thereof in its entirety and substituting therefor the following:

1. Except for Lots 1A through 15A inclusive, Block 2, Padre Island No. 1, each tract or lot within the property shall be used solely for operation of a "neighborhood business" or a "general business" or any combination of a "neighborhood business" or a "general business"; and such Lots 1A through 15A, Block 2, Padre Island No. 1 shall be solely for operation of an "apartment" or "multi-family dwelling" or any combination of "apartment" and "multi-family dwelling"; as such terms are hereinafter defined, subject to any further conditions or limitations set forth in the conveyance of any such tract or lot out of Owner, to-wit:

a. Operation of a "neighborhood business" means use for the purpose of providing facilities for retail sales and personal services for persons occupying, using or visiting tracts or lots in the immediate vicinity of such business, including for illustration and not for limitation, barber shops, beauty shops, banks, camera stores, clothing stores, liquor stores, drug stores, souvenir-gift shops, sporting goods stores, restaurants, drive-in convenience grocery stores, dry-cleaning receiving stations, self-service laundries and dry-cleaning establishments, and offices and office buildings for business and professional uses and services.

b. Operation of a "general business" means any use permitted under "neighborhood business" plus the following uses: boat sales, bowling alleys, billiard parlors, skating rinks, swimming pools, pet shops, gasoline service stations, private or public schools, churches, hospitals, convalescent homes, homes for the aged, lounges, private clubs, night clubs, grocery stores, variety stores, department or junior department stores, dry goods stores, appliance stores, post office or other governmental offices, together with such other similar and like business uses, which may be approved in writing by the Committee, but expressly excluding any manufacturing or industrial uses.

c. 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.

d. 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 an individual, cooperative or condominium basis.

No lot or tract, nor any improvements constructed thereon, shall ever be used, directly or indirectly, in the sale, purchase, leasing or management of real property or in the dealing in any other manner with real property; provided, however, this paragraph shall not prohibit the operation of a combination management-rental office located within and solely for the benefit of an "apartment" or a "multi-family dwelling" constructed upon such Lots 1A through 15A, Block 2, Padre Island No. 1.

Padre, as one of the Owners and as the "Owner" defined in the Protective Covenants, in accord with Article VII of the Protective Covenants, joins in the execution of this First Amendment to the Protective Covenants for the purpose of evidencing its approval and ratification hereof.

Westinghouse Credit Corporation, the beneficiary under a Deed of Trust encumbering a portion of the Subdivision and other lands, acting by and through its duly authorized Agent and Attorney-in-Fact, joins in the execution of this First Amendment for the sole purpose of evidencing its approval and ratification hereof.

This First Amendment modifies and amends the Protective Covenants only as herein expressly set forth and except for the matters contained herein the Protective Covenants remain in full force and effect as originally written. This First Amendment may be executed in multiple counterparts each of which shall be deemed an original hereof and it shall not be necessary for each of the undersigned to execute and deliver the same copy of this First Amendment; and this First Amendment shall be binding upon each of the undersigned upon their respective execution and delivery of a copy hereof notwithstanding that all of the undersigned may fail to execute the same copy or any copy hereof.

DATED this ____ day of _____, 1977.

Property Description

Owner of Legal Title

Lots 11 through 22 inclusive,
Block 71, Padre Island-
Corpus Christi, Section No. 3,
a subdivision of Nueces County,
Texas

Padre Island Investment Corporation

by _____
Vice-president

Attest:

by _____
Secretary

Property Description

Owner of Legal Title

Portion of Lot 10A, Block 71,
Padre Island-Corpus Christi,
Section No. 3, a subdivision
of Nueces County, Texas

Eugene J. Seaman

Olin B. Vaughan

Portion of Lot 10A, Block 71,
Padre Island-Corpus Christi,
Section No. 3, a subdivision
of Nueces County, Texas

Austin College of Sherman, Texas

by _____

Lots 1A through 6A, Block 1,
Padre Island No. 1, a sub-
division of Nueces County, Texas

Gerardo J. Martinez
Gerardo J. Martinez

Dora Lilia Martinez
Dora Lilia Martinez

Lots 1A through 5A inclusive,
Block 2, Padre Island No. 1,
a subdivision of Nueces County,
Texas

G. J. Duesterberg

Lots 6A through 10A inclusive,
Block 2, Padre Island No. 1,
a subdivision of Nueces County,
Texas

G. J. Duesterberg

S. V. McCollum, as co-trustee
of the T. B. Sudderth Trust

Billie McCollum, as co-trustee
of the T. B. Sudderth Trust

Lots 11A through 15A inclusive,
Block 2, Padre Island No. 1,
a subdivision of Nueces County,
Texas

S. V. McCollum

Westinghouse Credit Corporation,
acting by and through its duly
authorized Agent and Attorney-in-
Fact, Corpus Christi National Bank,
Trustee

by *Gwen O'Brien*
Gwen O'Brien, Trust Officer

Attest:

by *Erica Gonzalez*
ASST. Cashier



THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ 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 ____ day of _____, 1977.

Notary Public in and for Nueces
County, Texas
My Commission Expires:

THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared Eugene J. Seaman 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 ____ day of _____, 1977.

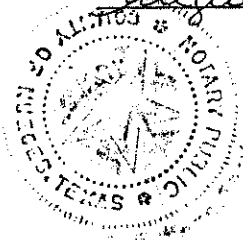
Notary Public in and for Nueces
County, Texas
My Commission Expires:

THE STATE OF TEXAS X

COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared Olin B. Vaughan 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 29th day of August, 1977.



Oliver Amacho

Notary Public in and for Nueces
County, Texas
My Commission Expires: 2/2/78

THE STATE OF _____ I
COUNTY OF _____ I

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of Austin College of Sherman, Texas, 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 Austin College of Sherman, Texas.

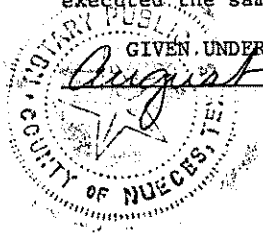
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 1977.

Notary Public in and for

County,
My Commission Expires:

THE STATE OF Texas
COUNTY OF Nueces

BEFORE ME, the undersigned authority, on this day personally appeared Gerado J. Martinez 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 5th day of August, 1977.

Mary Rose Steed
Notary Public in and for
Nueces County, Texas
My Commission Expires: March 31, 1979

THE STATE OF Texas
COUNTY OF Nueces

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



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

Mary Rose Steed
Notary Public in and for
Nueces County, Texas
My Commission Expires: March 31, 1979

THE STATE OF _____ X

COUNTY OF _____ X

BEFORE ME, the undersigned authority, on this day personally appeared G. J. Duesterberg 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 _____ day of _____, 1977.

Notary Public in and for
_____ County, _____
My Commission Expires:

THE STATE OF _____ X

COUNTY OF _____ X

BEFORE ME, the undersigned authority, on this day personally appeared S. V. McCollum known to me to be the person whose name is subscribed to the foregoing instrument in his individual capacity and as co-trustee of the T. B. Sudderth Trust, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1977.

Notary Public in and for
_____ County, _____
My Commission Expires:

THE STATE OF _____ X

COUNTY OF _____ X

BEFORE ME, the undersigned authority, on this day personally appeared Billie McCollum known to me to be the person whose name is subscribed to the foregoing instrument as co-trustee of the T. B. Sudderth Trust, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 1977.

Notary Public in and for
_____ County, _____
My Commission Expires:

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 Corpus Christi National Bank, Trustee, agent and attorney-in-fact for Westinghouse Credit Corporation, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of Corpus Christi National Bank, Trustee, agent and attorney-in-fact for Westinghouse Credit Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of August, 1977.



Annie M. Gaudin
Notary Public in and for
Nueces County, Texas
My Commission Expires: 9-30-78

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, OR

AUG 29 1977



Marion Helbing

COUNTY CLERK,
NUECES COUNTY, TEXAS

15.00 Att. Mr. Gaudin
Delaware Springs
P.O. Box 8809
78412

FILED FOR RECORD
AUG 29 11 05 AM '77
Marion Helbing
COUNTY CLERK NUECES COUNTY TX

PROOFED
61479
CUMPARER

THE STATE OF TEXAS I
 COUNTY OF NUECES I

FIRST AMENDMENT TO PROTECTIVE COVENANTS
 AND LANDOWNERS' AGREEMENT FOR A PORTION
 OF BLOCK 71, PADRE ISLAND-CORPUS CHRISTI,
 SECTION NO. 3 AND A PORTION OF BLOCKS 1
 AND 2, PADRE ISLAND NO. 1

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement" dated April 8, 1968, recorded in Volume 1265, page 491, Deed Records of Nueces County, Texas (the "Protective Covenants"), Padre Island Investment Corporation, a Texas corporation, ("Padre") imposed certain restrictions upon the use of the land therein described (the "Subdivision"); and

WHEREAS, legal title to the Subdivision as shown by the records of Nueces County, Texas, as of the date hereof is vested in each of the undersigned as to the property described appurtenant to the signature line of each of the undersigned (the undersigned collectively herein referred to as the "Owners"); and

WHEREAS, it is the intent and desire of Padre and the Owners to amend the Protective Covenants in the manner herein set forth;

NOW, THEREFORE, Owners hereby amend Article III entitled "General Land Use" of the Protective Covenants by deleting paragraph 1 thereof in its entirety and substituting therefor the following:

1. Except for Lots 1A through 15A inclusive, Block 2, Padre Island No. 1, each tract or lot within the property shall be used solely for operation of a "neighborhood business" or a "general business" or any combination of a "neighborhood business" or a "general business"; and such Lots 1A through 15A, Block 2, Padre Island No. 1 shall be solely for operation of an "apartment" or "multi-family dwelling" or any combination of "apartment" and "multi-family dwelling"; as such terms are hereinafter defined, subject to any further conditions or limitations set forth in the conveyance of any such tract or lot out of Owner, to-wit:

a. Operation of a "neighborhood business" means use for the purpose of providing facilities for retail sales and personal services for persons occupying, using or visiting tracts or lots in the immediate vicinity of such business, including for illustration and not for limitation, barber shops, beauty shops, banks, camera stores, clothing stores, liquor stores, drug stores, souvenir-gift shops, sporting goods stores, restaurants, drive-in convenience grocery stores, dry-cleaning receiving stations, self-service laundries and dry-cleaning establishments, and offices and office buildings for business and professional uses and services.

b. Operation of a "general business" means any use permitted under "neighborhood business" plus the following uses: boat sales, bowling alleys, billiard parlors, skating rinks, swimming pools, pet shops, gasoline service stations, private or public schools, churches, hospitals, convalescent homes, homes for the aged, lounges, private clubs, night clubs, grocery stores, variety stores, department or junior department stores, dry goods stores, appliance stores, post office or other governmental offices, together with such other similar and like business uses, which may be approved in writing by the Committee, but expressly excluding any manufacturing or industrial uses.

c. 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.

d. 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 an individual, cooperative or condominium basis.

No lot or tract, nor any improvements constructed thereon, shall ever be used, directly or indirectly, in the sale, purchase, leasing or management of real property or in the dealing in any other manner with real property; provided, however, this paragraph shall not prohibit the operation of a combination management-rental office located within and solely for the benefit of an "apartment" or a "multi-family dwelling" constructed upon such Lots 1A through 15A, Block 2, Padre Island No. 1.

Padre, as one of the Owners and as the "Owner" defined in the Protective Covenants, in accord with Article VII of the Protective Covenants, joins in the execution of this First Amendment to the Protective Covenants for the purpose of evidencing its approval and ratification hereof.

Westinghouse Credit Corporation, the beneficiary under a Deed of Trust encumbering a portion of the Subdivision and other lands, acting by and through its duly authorized Agent and Attorney-in-Fact, joins in the execution of this First Amendment for the sole purpose of evidencing its approval and ratification hereof.

This First Amendment modifies and amends the Protective Covenants only as herein expressly set forth and except for the matters contained herein the Protective Covenants remain in full force and effect as originally written. This First Amendment may be executed in multiple counterparts each of which shall be deemed an original hereof and it shall not be necessary for each of the undersigned to execute and deliver the same copy of this First Amendment; and this First Amendment shall be binding upon each of the undersigned upon their respective execution and delivery of a copy hereof notwithstanding that all of the undersigned may fail to execute the same copy or any copy hereof.

DATED this 14th day of August, 1977.

Property Description

Lots 11 through 22 inclusive, Block 71, Padre Island-Corpus Christi, Section No. 3, a subdivision of Nueces County, Texas

Owner of Legal Title

Padre Island Investment Corporation
by [Signature]
Vice-president

Attest:

by [Signature]
Secretary



Property Description

Portion of Lot 10A, Block 71,
Padre Island-Corpus Christi,
Section No. 3, a subdivision
of Nueces County, Texas

Mrs. A. E. Bailey
Virginia L. Taylor

Portion of Lot 10A, Block 71,
Padre Island-Corpus Christi,
Section No. 3, a subdivision
of Nueces County, Texas

Lots 1A through 6A, Block 1,
Padre Island No. 1, a sub-
division of Nueces County, Texas

Lots 1A through 5A inclusive,
Block 2, Padre Island No. 1,
a subdivision of Nueces County,
Texas

Lots 6A through 10A inclusive,
Block 2, Padre Island No. 1,
a subdivision of Nueces County,
Texas

Lots 11A through 15A inclusive,
Block 2, Padre Island No. 1,
a subdivision of Nueces County,
Texas

Owner of Legal Title

Eugene J. Seaman
Eugene J. Seaman

Olin B. Vaughan
Olin B. Vaughan

Austin College of Sherman, Texas

by _____

Gerado J. Martinez

Dora Lilia Martinez

G. J. Duesterberg
G. J. Duesterberg

G. J. Duesterberg
G. J. Duesterberg

S. V. McCollum
S. V. McCollum, as co-trustee
of the T. B. Sudderth Trust

Billie McCollum
Billie McCollum, as co-trustee
of the T. B. Sudderth Trust

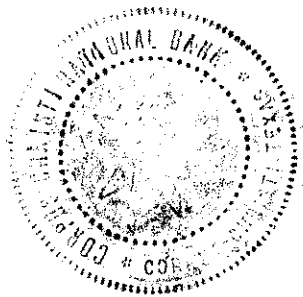
S. V. McCollum
S. V. McCollum

Westinghouse Credit Corporation,
acting by and through its duly
authorized Agent and Attorney-in-
Fact, Corpus Christi National Bank,
Trustee

by *Gwen O'Brien*
Gwen O'Brien, Trust Officer

Attest:

by *Cecilia Gonzalez*
ASST. Cashier



THE STATE OF TEXAS I
COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared M. Marvin Masison 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 the 20th day of August, 1977.

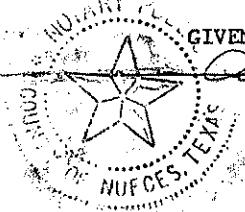


M. Marvin Masison
Notary Public in and for Nueces
County, Texas
My Commission Expires: 10-31-78

THE STATE OF TEXAS I
COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared Eugene J. Seaman 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 25th day of August, 1977.

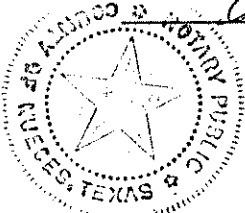


Eugene J. Seaman
Notary Public in and for Nueces
County, Texas
My Commission Expires: 6-1-79

THE STATE OF TEXAS I
COUNTY OF NUECES I

BEFORE ME, the undersigned authority, on this day personally appeared Olin B. Vaughan 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 29th day of August, 1977.



Olin B. Vaughan
Notary Public in and for Nueces
County, Texas
My Commission Expires: 2/2/78

THE STATE OF _____ I

COUNTY OF _____ I

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of Austin College of Sherman, Texas, 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 Austin College of Sherman, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 1977.

Notary Public in and for
_____ County,
My Commission Expires:

THE STATE OF _____ I

COUNTY OF _____ I

BEFORE ME, the undersigned authority, on this day personally appeared Gerado J. Martinez 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 ____ day of _____, 1977.

Notary Public in and for
_____ County,
My Commission Expires:

THE STATE OF _____ I

COUNTY OF _____ I

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 1977.

Notary Public in and for
_____ County,
My Commission Expires:

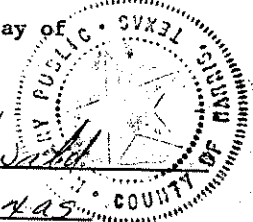
THE STATE OF Texas

COUNTY OF Harris I

BEFORE ME, the undersigned authority, on this day personally appeared G. J. Duesterberg 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 7th day of August, 1977.

Joni Howard
Notary Public in and for
Harris County, Texas
My Commission Expires: June 1978



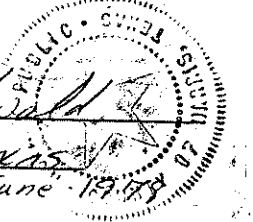
THE STATE OF Texas

COUNTY OF Harris I

BEFORE ME, the undersigned authority, on this day personally appeared S. V. McCollum known to me to be the person whose name is subscribed to the foregoing instrument in his individual capacity and as co-trustee of the T. B. Sudderth Trust, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of August, 1977.

Joni Howard
Notary Public in and for
Harris County, Texas
My Commission Expires: June 1978



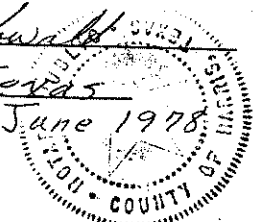
THE STATE OF Texas

COUNTY OF Harris I

BEFORE ME, the undersigned authority, on this day personally appeared Billie McCollum known to me to be the person whose name is subscribed to the foregoing instrument as co-trustee of the T. B. Sudderth Trust, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of August, 1977.

Joni Howard
Notary Public in and for
Harris County, Texas
My Commission Expires: June 1978



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 Corpus Christi National Bank, Trustee, agent and attorney-in-fact for Westinghouse Credit Corporation, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of Corpus Christi National Bank, Trustee, agent and attorney-in-fact for Westinghouse Credit Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of August, 1977.



Annie M. Gaudin
Notary Public in and for
Nueces County, Texas
My Commission Expires: 9-30-78

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

AUG 29 1977



Marion Hehlinger

COUNTY CLERK,
NUECES COUNTY, TEXAS

*15.00 Att: Mr. Heaver
Blair & Spencer Inc
P.O. Box 8889
-0113*

FILED FOR RECORD
AUG 29 11 05 AM '77
Marion Hehlinger
COUNTY CLERK NUECES COUNTY

-7-

Rush
PROOFED
61480
COMPARED

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

DOC# 828183

AMENDMENT

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

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

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

WHEREAS, the Agreements each provide:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Paragraph 5 is changed as follows:

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

3. Paragraph 6 is changed as follows:

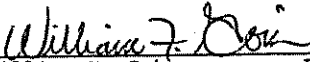
So much of paragraph 6 reads: "6. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these restrictions" is changed to read: "6. The Committee shall have authority to interpret the general intent, effect and purpose of these restrictions."

DATED this 23 day of OCTOBER, 1992.

ATTEST:

PADRE ISLES PROPERTY OWNERS
ASSOCIATION, INC.


Robert J. Southard Secretary

BY 
William F. Goin President

THE STATE OF TEXAS §
§
COUNTY OF NUECES §

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

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



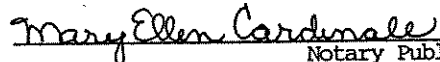

Mary Ellen Cardinale Notary Public

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 Lot 10, Block 71 and portions of Blocks 1 and 2, Padre Island No. 1	1261 1265	97 491
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

COMPARED

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

OCT 26 1992



Ernest M. Briones
 COUNTY CLERK
 NUECES COUNTY, TEXAS

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