

THE STATE OF TEXAS I
COUNTY OF NUECES I

PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
PADRE ISLAND-CORPUS CHRISTI, ISLAND FAIRWAY
ESTATES BLOCK 3

Padre Island Investment Corporation, a Texas corporation, herein-
after 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, 2, 3, 4 and 5, Block 3, Padre Island-Corpus Christi,
Island Fairway Estates Block 3, a subdivision of Padre Island,
Nueces County, Texas, as shown by map or plat thereof re-
corded in Volume 40, Pages 145-6 Map Records, Nueces
County, Texas, such map or plat being a replat of Block 3,
Padre Island-Corpus Christi, Island Fairway Estates, recorded
in Volume 38, Pages 55-61, 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 the 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 the addition as a high-quality, marina
type subdivision, to be constructed by Owner on its property situated on
Padre Island, Nueces County, Texas, being the property described in deed
into Owner dated July 5, 1965, recorded in Volume 1097, Page 367, Nueces
County Deed Records, reference to which is here made, which property is
hereinafter referred to as the "Padre Island-Corpus Christi Project", or
simply as "Padre Island-Corpus Christi", the following restrictions,
conditions and use limitations are hereby established, adopted and
imposed upon each lot in the addition as shown by said map or plat
hereof.

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

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to have been executed, delivered and accepted subject to all the terms, conditions and restrictions hereof. In the event, however, of the failure of any contract and/or deed to any lot in the addition to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such lot shall be construed to be subject to the terms of this instrument.

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 on the recorded map of such subdivision which such 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 "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 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.
6. A "lot" shall mean either Lot 1, 2, 3, 4 or 5 as platted and contained in the addition including, if applicable, the two parcels of the resubdivision of Lot 1 as hereinafter provided.

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 W. 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 lot as platted may be further subdivided into smaller lots or tracts; provided, however, Lot 1 may be subdivided into two parcels each containing a minimum area of five acres. If Lot 1 is so divided into two parcels, then no further subdivision of such two parcels shall be allowed.

3. No building, structure or improvement of any nature shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of such building, structure or improvement have been approved by the Committee as to 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.

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

5. The Committee's approval or disapproval as required in these covenants shall be in writing. If the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within forty-five (45) days after they have been submitted to it, then approval is presumed.

6. 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; provided, however, any such modification, alteration or change shall not require the removal or modification of any then existing improvements and shall apply only prospectively.

7. 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 herein expressly provided to the contrary, 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; 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 condominium project constructed upon the lots comprising the addition.

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 by the Trustee, its successors and assigns, provided in Part VI below.
4. All buildings and other improvements placed on any of the lots shall be newly erected on such lot and no second-hand or used buildings or other improvements shall be moved onto any of the lots and no used or second-hand materials may be used in the exterior of such improvements unless specifically approved in advance, in writing, by the Committee.
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 of nuisance to the neighborhood. No cattle, hogs, poultry, horses, or other animals may be kept on any part of the subdivision, except that this paragraph shall not preclude the keeping of pets or animals other than the above mentioned such as are ordinarily kept as pets in residential subdivisions provided they are not kept or bred for any commercial purposes.
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 and by Owner. No septic tank or other means of sewage disposal may be installed unless approved by the proper authorities having jurisdiction with respect thereto (including, but not limited to, the Health Department of Nueces County, Texas, and the State of Texas). The drainage of septic tanks into any road, street, alley, public ditch or water body, either directly or indirectly, is strictly prohibited.
7. No sign of any kind shall be displayed to the public view except one non-flashing sign of not more than 25 square feet without the prior written approval of the Committee.
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, dwelling or place of business, either temporarily or permanently.
9. House trailers, buses, trucks or similar vehicles, shall be parked only as and where approved by the Committee.
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 of such lot is ready to commence improvements, and then such material shall be placed within the property lines of the building site upon which the improvements are to be erected and shall not be placed in the streets or between the roadbed and property line.
12. Garbage shall be kept in sanitary containers. Such containers shall be kept in a clean and sanitary condition and shall be stored so as not to be seen from a street or canal.

13. 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.

14. 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.

15. Construction must begin within three (3) months after the approval of the final plans and specifications by the Committee. Completion of such improvements must take no longer than twenty-four (24) months from the start of construction, unless delayed for some reason beyond the lot owner's control, in which event the Committee may extend the foregoing time limits.

16. A "neighborhood business", as hereafter defined, may be operated on any lot within the addition provided such neighborhood business shall be located with and be an integral part of a "multi-family dwelling" building or an "apartment" building, and is located solely on either the ground floor of such building or the lowest floor not used for building parking. Operation of a "neighborhood business" shall mean use for the purpose of providing facilities for retail sales and personal services for persons occupying, using or visiting lots or tracts in the immediate vicinity of such business, including for illustration and not for limitation, barber shops, beauty shops, camera stores, clothing stores, liquor stores, drug stores, souvenir-gift shops, sporting goods stores, restaurants, drive-in convenience grocery stores, dry-cleaning receiving stations, self-service laundries and dry-cleaning establishments.

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

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

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

5. Fences or Walls: No fence or 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 the subdivision shall keep the weeds out of the particular property owned by him and shall not permit the accumulation of trash, rubbish or other unsightly articles on the premises, 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 such lots cleaned to comply with the above and any reasonable expense incurred in doing the same shall be paid by the owner of the respective lot or lots.

9. Parking: One and one-half (1-1/2) parking spaces shall be provided for every one bedroom apartment or dwelling unit and two (2) parking spaces for each apartment or dwelling unit containing two or more bedrooms, as 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 total surface area used for the ground floor of any such building constructed in the subdivision (excluding walkways and parking areas) does not exceed fifty percent (50%) of the total surface area of the lot upon which the building is located; and (b) the total living area (excluding patios, balconies, decks, walkways and parking areas) of any such building does not exceed an area which is twice the total surface area of the lot upon which the building is located.

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

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 area") and for the preservation of a marina type community of the highest quality, Owner, for the benefit of itself and each successor owner of a lot or parcel out of the subdivision, hereby binds itself, its assigns and each successor owner, as follows:

1. At such time as any of the common areas in Padre Island-Corpus Christi have been improved and are not being maintained by Nueces County, a city, or other type of taxing authority within which such addition is located, Owner shall convey such common areas to Padre Island Investment Corporation, Trustee, hereinafter called "Trustee", which shall have such supervisory authority to provide for the proper maintenance of the

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

2. In order to provide a fund for the proper maintenance of such common areas, hereinafter called "Maintenance Fund", there is hereby imposed upon each lot in the subdivision an annual maintenance charge which shall not exceed two cents (\$0.02) per square foot contained in each lot. Such maintenance charge shall be determined annually by the Trustee based upon the projected cost of maintaining such common areas; however, no maintenance charge shall be assessed by Trustee until some portion of the common areas has been improved. Once assessed by the Trustee, one-twelfth (1/12) of such maintenance charge shall be payable monthly, in advance, on the first day of each month, by each beneficial owner of a lot in such subdivision. The maintenance charge hereby imposed shall not apply to Owner, or to lots to which Owner owns both the record and beneficial title.

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

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

5. The payment of the maintenance charge hereby imposed shall be secured by an express lien in favor of Trustee, as custodian and administrator of the Maintenance Fund, which lien is placed and imposed upon each lot in the subdivision subject to such charge. There is hereby granted unto the Trustee an express lien against each lot or parcel of the subdivision to secure all obligations of the owner or owners of said lot or parcel imposed upon such owner, or lot, under the provisions hereof. Said lien may be foreclosed in the same manner as a vendor's lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has theretofore been the owner of the property affected thereby. Such lien and all other provisions of this agreement shall be secondary and subordinate, however, to any liens, deeds of trust and encumbrances whatsoever given to secure the purchase price of

the lot or any part thereof, or given to any bank, savings and loan association, insurance company, trust company, fraternal benefit organization, or corporation with banking or related powers, lawfully lending money for the purpose of making repairs or constructing dwellings or any other improvements whatsoever on any portion of such lot, or acquiring any note or other evidence of indebtedness previously made for any such purpose. If any such lender or party acquiring such indebtedness should be in doubt as to the purpose for which such loan was made, or indebtedness incurred, or as to whether the lien herein granted is subordinate to any lien or deed of trust given for the purpose of securing any such mortgage or indebtedness, such lender or party acquiring such indebtedness may rely conclusively upon the written statement of the Trustee, with respect thereto. The Trustee may release and subordinate said lien and any other provisions of this agreement, in whole or in part, with respect to any lot or lots, should it deem it advisable, for any reason whatsoever, without affecting said lien insofar as it applies to any other lot or lots in the subdivision.

Without diminishing the personal obligations of any owner for any sum imposed under the terms hereof, the lien hereby granted upon any lot shall not secure any sum in excess of the unpaid assessments made under the terms hereof for the four years next preceding the date that such lien is sought to be asserted or foreclosed.

6. Any person negligently or willfully damaging or destroying all or any portion of the common areas, including the bulkheads and tie backs, shall be responsible to the Trustee for damages, and the Trustee shall use any funds collected by claim, lawsuit or settlement agreement growing out of such damage or destruction, to repair such damage or destruction, to the extent of such funds.

7. Trustee shall have, and it is hereby granted, the full right, power and authority to convey all of its right, title and interest in and to the common areas and the Maintenance Fund as well as all of its powers, rights, liens, responsibilities, duties and authority under the terms of this Part VI to: (a) a non-profit corporation, or other organization, formed by Owner for the purpose of maintaining the common areas in any portion of the Padre Island-Corpus Christi Project, provided that such corporation or organization offers membership rights to owners of property in the Padre Island-Corpus Christi Project; or (b) a public or quasi-public corporation or entity with the power to tax such as a city, Nueces County or a public district having such powers.

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

VII. DURATION

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

VIII. AMENDMENT

At any time the owners of the legal title to fifty-one percent (51%) of the lots in Padre Island-Corpus Christi, Island Fairway Estates 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 such lot. The violation of any such restriction, condition or use limitation, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against such lot or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and use limitations herein mentioned. Owner, or the owners of any lot in Padre Island-Corpus Christi, Island Fairway Estates, or Trustee, its successors and assigns, shall have the right to enforce observance or performance of the provisions of this instrument. If any person or persons violates or attempts to violate any of the restrictions, conditions or use limitations contained herein, it shall be lawful for any person or persons owning any lot in the addition to prosecute proceedings at law or in equity against the person violating or attempting to violate the same, either to prevent him or them from so doing, or to correct such violation, or to recover damages, or to obtain such other relief for such violations as then may be legally available.

X. SEVERABILITY

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

XI. DEDICATION

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

DATED as of August 23, 1974.

PADRE ISLAND INVESTMENT CORPORATION

By [Signature]
President

Secretary

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

By [Signature], Trust
Officer of the Corpus Christi State
National Bank, Trustee

ROIL 33 - 1522

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

AUG 29 1974



Mark J. Grogan
COUNTY CLERK,
NUECES COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF NUECES

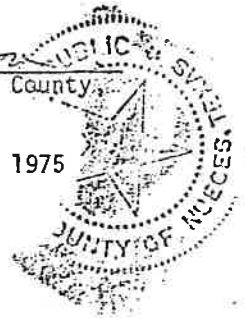
BEFORE ME, the undersigned authority, on this day personally appeared *Charles W. Harrison*, known to me to be the person whose name is subscribed to the foregoing instrument as President of Padre Island Investment Corporation, a corporation, and acknowledged to me that he executed the same for the purposes 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 23rd day of August, 1974.

Marilyn A. Harrison
Notary Public in and for Nueces County,
Texas

My Commission Expires: June 1, 1975

MARILYN A. HARRISON
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 *John Crain*, 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 23 day of Aug., 1974.

Carmen Griffin
Notary Public in and for Nueces County,
Texas

My Commission Expires: June 1, 1975

CARMEN GRIFFIN
My Commission Expires June 1, 1975



COMP
PADRE ISLAND INVESTMENT CORP.
TO:
PUBLIC

FILED FOR RECORD
AUG 28 4 16 PM '74
Mark J. Grogan
COUNTY CLERK, NUECES COUNTY, TEXAS

DEED RECORDS
1500 007

Charge To
CORPUS CHRISTI TITLE COMPANY
RETURN TO
NAME
ADDRESS
Corpus Christi, Texas

47561

THE STATE OF TEXAS }
COUNTY OF NUECES }

FIRST AMENDMENT TO
PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
PADRE ISLAND-CORPUS CHRISTI, ISLAND FAIRWAY
ESTATES BLOCK 3

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Island Fairway Estates Block 3" dated August 23, 1974 recorded in Volume 1504, Page 988, et seq., Deed Records, Nueces County, Texas (the "Protective Covenants"), Padre Island Investment Corporation (the "Owner") imposed certain restrictions upon the use of the following described property located on Padre Island, Nueces County, Texas:

Lots 1, 2, 3, 4 and 5, Block 3, Padre Island-Corpus Christi, Island Fairway Estates Block 3, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 40, Pages 145-146, Map Records, Nueces County, Texas; and

WHEREAS, legal title to more than fifty-one percent (51%) of the lots in Padre Island-Corpus Christi, Island Fairway Estates as shown by the records of Nueces County, Texas, as of the date hereof is vested in Owner subject to a Deed of Trust (the "Deed of Trust") encumbering such property for the benefit of Westinghouse Credit Corporation and Aetna Business Credit, Inc.; and

WHEREAS, it is the intent and desire of Owner to amend the Protective Covenants as hereinafter set forth.

NOW, THEREFORE, Owner hereby amends the Protective Covenants by deleting in its entirety paragraph 2, Article III and substituting therefor the following:

2. Lots 4 and 5 of the subdivision shall not be further subdivided into smaller lots or tracts. Lots 1, 2 and 3 of the subdivision may be resubdivided into smaller lots or tracts by Owner at any time, any such resubdivision to be evidenced by a replat filed with the County Clerk of Nueces County, Texas; provided, however, such right and privilege of resubdivision of such Lots 1, 2 and 3 is limited to Owner and its successors and upon the conveyance or transfer of title of all or any portion of such Lots 1, 2 and 3, or any further subdivision thereof, to a third party, such third party and third party's heirs, legal representatives, successors and assigns shall not further resubdivide such property as acquired by such third party from Owner or Owner's successors.

RETURN TO:
J. E. BEHLER
GARY, THOMASSON, HALL & MARKS
ATTORNEYS-AT-LAW
200 HAWN BLDG.

DEED RECORDS

Westinghouse Credit Corporation and Aetna Business Credit, Inc.,
the beneficiaries under the Deed of Trust referred to hereinabove,
acting by and through their duly authorized Agent and Attorney-in-Fact,
join in the execution of this amendment for the sole purpose of evidencing
their respective approvals hereof.

DATED this 30th day of November, 1976.

PADRE ISLAND INVESTMENT CORPORATION

By [Signature]
Vice President

ATTEST:
[Signature]
Secretary

WESTINGHOUSE CREDIT CORPORATION AND AETNA
BUSINESS CREDIT, INC., acting by and through
their duly authorized Agent and Attorney-in-
Fact, Corpus Christi National Bank, Trustee

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

ATTEST:
[Signature]
Cashier

THE STATE OF TEXAS I
COUNTY OF NUECES I

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of
November, 1976.

[Signature]
Notary Public in and for Nueces County,
Texas
My Commission Expires: 6-1-77

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,
Trustee, as agent and attorney-in-fact for Westinghouse Credit Corporation,
and Aetna Business Credit, Inc., and acknowledged to me that she executed
the same for the purposes and consideration therein expressed, in the
capacity stated, and as the act and deed of said corporations.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3d day of
DECEMBER, 1976.

[Signature]
Notary Public in and for Nueces County,
Texas
My Commission Expires: 12-03-77

Inds, "Restrict" Law

PROOFED

COMPARED

RETURN TO:

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

FILED RECORDS

FILED FOR RECORD

MAY 3 10 15 AM '77

Marion Hollings

COUNTY CLERK NUECES COUNTY TX.

3. 50 address above
Gary Thomason, Hall
Marion Hollings



COUNTY CLERK,
NUECES COUNTY, TEXAS



MAY 3 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 RECORD
of Nueces County, Texas, as stamped hereon by me, on

ROLL 459 PAGE 162

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



248238

ROLL 731 PAGE 656

THE STATE OF TEXAS	X	SECOND AMENDMENT TO
	X	PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
COUNTY OF NUECES	X	PADRE ISLAND-CORPUS CHRISTI, ISLAND FAIRWAY
		ESTATES BLOCK 3

WHEREAS, by instrument entitled "Protective Covenants and Land-owners' Agreement, Padre Island-Corpus Christi, Island Fairway Estates Block 3" dated August 23, 1974, recorded in Volume 1504, Page 988, et seq., Deed Records, Nueces County, Texas (the "Protective Covenants"), Padre Island Investment Corporation (the "Owner") imposed certain restrictions upon the use of the following described property located on Padre Island, Nueces County, Texas:

Lots 1, 2, 3, 4 and 5, Block 3, Padre Island-Corpus Christi, Island Fairway Estates Block 3, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 40, Pages 145-146, Map Records, Nueces County, Texas; and

WHEREAS, by instrument entitled "First Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Island Fairway Estates Block 3" dated November 30, 1976, recorded in Volume 1605, page 521, Deed Records of Nueces County, Texas (the "First Amendment"), paragraph 2 of Article II of the Protective Covenants was amended; and

WHEREAS, legal title to more than fifty-one percent (51%) of the lots in Padre Island-Corpus Christi, Island Fairway Estates, as shown by the records of Nueces County, Texas, as of the date hereof is vested in Owner subject to a Deed of Trust encumbering such property for the benefit of Westinghouse Credit Corporation; and

WHEREAS, it is the intent and desire of Owner to amend the Protective Covenants as amended by the First Amendment as hereinafter set forth;

NOW, THEREFORE, as to all Lots in Block 45 and Lots 1 through 8, inclusive, of Block 46 of said subdivision as shown by replat recorded in Volume 42, page 153, of the Map Records of Nueces County, Texas, Owner hereby amends the Protective Covenants as amended by the First Amendment by deleting in its entirety paragraph 16, Article IV and substituting therefor the following:

16. A "neighborhood business," as hereafter defined, may be operated on any lot within the addition provided such neighborhood business shall be located with and be an integral part of a "multi-family dwelling" building or an "apartment" building and be located solely on either

the ground floor of such building or the lowest floor not used for building parking, except that any such business which is a restaurant may be located in any building. Operation of a "neighborhood business" shall mean use for the purpose of providing facilities for retail sales and personal services, including for illustration and not for limitation, barber shops, beauty shops, camera stores, clothing stores, liquor stores, drug stores, souvenir-gift shops, sporting good stores, restaurants, drive-in convenience grocery stores, dry-cleaning receiving stations, self-service laundries and dry-cleaning establishments.

And as to Block 45 and Block 46 as shown by such replat, Owner hereby amends the Protective Covenants as amended by the First Amendment by deleting in its entirety paragraph 10, Article V, and by deleting in their entirety paragraphs 1(b) and 7, Article IV, and substituting therefor the following:

1.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 individual ownership of units on a cooperative or condominium basis, and including individually owned units available for rental on a daily, weekly, monthly or other basis.

7. 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.


Westinghouse Credit Corporation, a beneficiary under the Deed of Trust referred to hereinabove and the only party now having a beneficial interest thereunder, joins in the execution of this amendment for the sole purpose of evidencing its approval hereof.

DATED this 30th day of September, 1981.

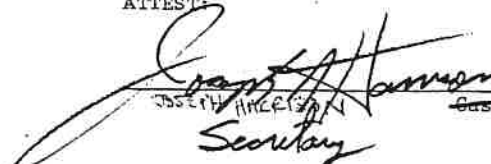
ATTEST:


PAT MUTCHLER Secretary

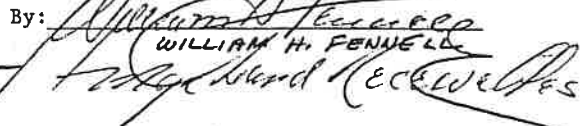
PADRE ISLAND INVESTMENT CORPORATION

By: 
GENE GRAHAM President

ATTEST:


JOSEPH H. FENNELLS
Secretary

WESTINGHOUSE CREDIT CORPORATION

By: 
WILLIAM H. FENNELLS
Treasurer

RESTRICTIVE COVENANT AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NUECES §

THIS AGREEMENT, made this 25TH day of March, 1982,
between the Padre Island Investment Corporation ("Padre Island"),
the Federal Deposit Insurance Corporation ("FDIC"), and the
Westinghouse Credit Corporation ("Westinghouse"):

WHEREAS, Padre Island is the owner of the following des-
cribed tract of land currently used as a country club and golf
course, which tract of land is hereinafter referred to as Tract 1:

All of Block 27, ISLAND FAIRWAY ESTATES, Padre Island-Corpus
Christi, a subdivision on Padre Island, Nueces County, Texas,
as shown by a plat of Block 24-33 thereof, recorded in Volume
40, Pages 154 and 159, Map Records of Nueces County, Texas;

and

WHEREAS, Westinghouse is the owner and holder of a deed
of trust lien against Tract 1, which lien is recorded at Volume
1292, Page 872 of the Deed Records of Nueces County, Texas; and

WHEREAS, Tract 1 is located immediately contiguous to the
following described tract of land this day conveyed by Padre Island
to the FDIC, which land is hereinafter referred to as Tract 2:

Lots 9 through 28, Block 46; PADRE ISLAND - CORPUS CHRISTI
ISLAND FAIRWAY ESTATES, Blocks 45 and 46, a subdivision on
Padre Island, Nueces County, Texas, as shown by map thereof
recorded in Volume 42, Pages 153 and 154, Map Records of
Nueces County, Texas;

and

WHEREAS, Padre Island has agreed (as a part of the trans-
action involving the conveyance of Tract 2 to the FDIC in return
for the release of indebtedness owed by Padre Island to
Westinghouse, of which indebtedness the FDIC owns a participation
interest), to bind itself, its successors and assigns, and all
persons and parties claiming through Padre Island, and all future
owners of Tract 1, to not erect any buildings, structures, signs
or obstacles to view of any type between Tract 2 and the following
described tract of land;

A portion of Block 27, Island Fairway Estates, as shown by map thereof recorded in Volume 40, Pages 154 and 159, Map Records, Nueces County, Texas, being described as follows:

COMMENCING at the common southeast corner of Block 27 and the northeast corner of Lot 1, Block 46, CORPUS CHRISTI ISLAND FAIRWAY ESTATES, as shown by map recorded in Volume 42, Pages 153 and 154, said Map Records;

THENCE, along the common line between said Block 27 and Block 46, N 88° 43' 30" W, 150.00 feet to the northeast corner of Lot 9, said Block 46, for the POINT OF BEGINNING of this tract;

THENCE, continuing along said common line, N 88° 43' 30" W, 112.59 feet to a point of curve;

THENCE, continuing along said common line, along a curve concave to the southeast having a radius of 254.65 feet and a central angle of 61° 00' 00", an arc distance of 271.11 feet;

THENCE, continuing along said common line, S 30° 16' 30" W, 1,074.43 feet to the southwest corner of Lot 28, said Block 46;

THENCE, N 59° 43' 30" W, 200.00 feet;

THENCE, along a line 200.00 feet from and parallel with the common line between said Blocks 46 and 27, N 30° 16' 30" E, 915.87 feet;

THENCE, S 59° 43' 30" E, 50.00 feet;

THENCE, along a line 150 feet from and parallel with the common line between said Blocks 46 and 27, N 30° 16' 30" E, 158.56 feet to a point of curve;

THENCE, continuing along said parallel line, along a curve concave to the southeast having a radius of 404.65 feet and a central angle of 61° 00' 00", an arc distance of 430.81 feet;

THENCE, continuing along said parallel line, S 88° 43' 30" E, 112.59 feet;

THENCE, S 1° 16' 30" W, 150.00 feet to the POINT OF BEGINNING;

and

WHEREAS, Westinghouse has agreed (in return for the release by the FDIC of the participation interest in the debt owed by Padre Island to Westinghouse) to said restrictions on the above described portion of Tract 1.

NOW, THEREFORE, Padre Island agrees as follows:

Padre Island further agrees not to erect buildings, structures, signs or obstacles to view of any type between Tract 2 and the above described portion of Tract 1.

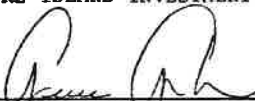
These agreements shall constitute a covenant running with the land as a burden on Tract 1 and a benefit to Tract 2, and shall be binding upon Padre Island, its successors and assigns, and on all persons and parties claiming through Padre Island and all future owners of Tract 1.

This Restrictive Covenant Agreement shall be enforceable by the FDIC, its successors and assigns, and all persons or parties claiming through the FDIC by any and all remedies at law or in equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PADRE ISLAND INVESTMENT CORPORATION

By


Gene Graham
President


FEDERAL DEPOSIT INSURANCE CORPORATION

By

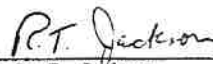

Donald Lubitz
Liquidator

WESTINGHOUSE CREDIT CORPORATION

By


Bill Fennell
Manager Land Receivables

By


R. T. Jackson
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

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

GIVEN under my hand and seal of office on this the 25th day of March, 1982.



Virgil F. Vitek VIRGIL F. VITEK
Notary Public in and for the State
of Texas

My Commission Expires: 9 / 18 / 84

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD LUBITZ, Liquidator of Federal Deposit Insurance Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 25th day of March, 1982.



Virgil F. Vitek VIRGIL F. VITEK
Notary Public in and for the State
of Texas

My Commission Expires: 9 / 18 / 84

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared BILL FENNELL, Manager Land Receivables of Westinghouse Credit Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 25th day of March, 1982.



Virgil F. Vitex
Notary Public in and for the State
of Texas

VIRGIL F. VITEK

My Commission Expires: 9/18/84

THE COMMONWEALTH OF PENNSYLVANIA I
 I
COUNTY OF ALLEGHENY I

BEFORE ME, the undersigned authority, on this day personally appeared R. T. JACKSON, Vice President of Westinghouse Credit Corporation, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 29th day of March, 1982.

Mary Ann Kelleher
Notary Public in and for the
Commonwealth of Pennsylvania

My Commission Expires: 11/30/82

DEED RECORDS
VOL 1817 Pgs 54

USLIFE Title Co. of Corpus Christi
1300

D 128,181 vv ✓
264229
Restrictive Covenant
Agreement
VER-6
KP-2

FILED FOR RECORD
MAR 30 3 55 PM '82
Marion H. Lehman

COUNTY CLERK, 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 herein by me, and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Nueces County, Texas, as stamped herein by me, on

MAR 30 1982



Marion H. Lehman

COUNTY CLERK,
NUECES COUNTY, TEXAS

STATE OF TEXAS § THIRD AMENDMENT TO
COUNTY OF NUECES § PROTECTIVE COVENANTS AND LANDOWNER'S AGREEMENT
§ PADRE ISLAND-CORPUS CHRISTI, ISLAND FAIRWAY
ESTATES BLOCK 3 (AS REPLATED).

WHEREAS, by instrument entitled "Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Island Fairway Estates Block 3, dated August 23, 1974, recorded in Volume 1504, Page 988, et seq., Deed Records, Nueces County, Texas (the "Protective Covenants"), Padre Island Investment Corporation imposed certain restrictions upon the use of the following described property located on Padre Island, Nueces County, Texas:

Lots 1, 2, 3, 4 and 5, Block 3, Padre Island-Corpus Christi, Island Fairway Estates Block 3, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 40, Pages 145-146, Map Records, Nueces County, Texas; and

WHEREAS, by instrument entitled "First Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Island Fairway Estates Block 3, dated November 30, 1976, recorded in Volume 1605, page 521, Deed Records of Nueces County, Texas (the "First Amendment"), paragraph 2 of Article II of the Protective Covenants was amended; and

WHEREAS, by instrument entitled "Second Amendment to Protective Covenants and Landowners' Agreement, Padre Island-Corpus Christi, Island Fairway Estates Block 3, dated September 30, 1981, recorded in Volume 1802, page 600, Deed Records of Nueces County, Texas (the "Second Amendment") certain amendments were made to such Protective Covenants; and

WHEREAS, Lots 1, 2, and 3, Block 3, Padre Island-Corpus Christi, Island Fairway Estates Block 3, were further subdivided in to Padre Island-Corpus Christi, Island Fairway Estates Blocks 45 and 46 by the plat recorded in Volume 42, page 153, of the Map Records of Nueces County, Texas; and

WHEREAS, legal title to more than fifty-one percent (51%) of the lots in Padre Island-Corpus Christi, Island Fairway Estates, Blocks 45 and 46, as shown by the records of Nueces County, Texas, as of the date hereof is vested in the undersigned owners ("Owners"); and

WHEREAS, it is the intent and desire of Owners to amend the
DEED RECORDS

Protective Covenants as amended by the First and Second Amendments as hereinafter set forth;

NOW, THEREFORE, as to all lots in Block 45 and Block 46 of Island Fairway Estates, Blocks 45 and 46, as shown by subdivision replat recorded in Volume 42, page 153, of the Map Records of Nueces County, Texas, Owners amend the Protective Covenants as amended by the First and Second Amendments by deleting in its entirety paragraph 2, Article VI and substituting therefor the following:

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 (\$.02) per square foot contained in each such lot, and there shall be imposed upon each interior lot in the subdivision an annual maintenance charge which shall not exceed one cent (\$.01) per square foot contained in each 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 lot in such subdivision.

Dated this 27 day of November, 1990.

LOT(S) OWNED IN ABOVE-
DESCRIBED SUBDIVISION

OWNER

Block 46, Lots 9 through 28

ISLAND FAIRWAY PARTNERS

By: Donald M. Feferman
Donald M. Feferman
Managing General Partner

Block 45, Lots 5; 6; 7; 16

FAR Texas Development, Inc.

Block 45, Lots 8; 9 -

Hebri Mastees, Inc.

By: Rose M. Shefuo
Rose Shefuo

Block 45, Lots 10 & 11

James Babcock

Block 46, Lots 3 & 4

By: Jacqueline Lemmon Svoboda
Jacqueline Lemmon Svoboda
Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

DOC# 828183

AMENDMENT

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

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

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

WHEREAS, the Agreements each provide:

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

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

**SUPPLEMENT TO
AMENDMENT OF PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
PADRE ISLAND-CORPUS CHRISTI**

ISLAND FAIRWAY ESTATES SUBDIVISIONS

WHEREAS, in 2006 the owners of more than fifty percent (50%) of the lots in various subdivisions in Padre Island – Corpus Christi approved amendments to the Protective Covenants affecting said subdivisions, and effective January 2, 2007, an Amendment of Protective Covenants and Landowners' Agreement was filed of record at Document No. 2007000379, Official Public Records of Nueces County, Texas, as corrected by Correction Amendment of Protective Covenants and Landowners' Agreement filed of record at Document No. 2007017105, Official Public Records of Nueces County, Texas (the "Amendment");

WHEREAS, such Amendment failed to include the following two subdivisions in Padre Island – Corpus Christi in which the amendments were approved by the owners of more than fifty percent (50%) of the lots in such subdivisions, and the Board of Directors of the Padre Isles Property Owners Association, Inc. is filing this instrument to supplement such Amendment in order to document such approval of record;

WHEREAS, Padre Island-Corpus Christi, Island Fairway Estates, Blocks 3, 45 and 46 (a "Subdivision") is a subdivision in Corpus Christi, Texas operating under the Protective Covenants and Landowners' Agreement dated August 23, 1974, recorded at Volume 1504, Pages 988 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:

Lots 1, 2, 3, 4 and 5, Block 3, Padre Island-Corpus Christi, Island Fairway Estates, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 40, Pages 145-46, Map Records, Nueces County, Texas, such map or plat being a replat of Block 3, Padre Island-Corpus Christi, Island Fairway Estates, recorded in Volume 38, Pages 55-61, 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 February 25, 1972, recorded at Volume 1424, Pages 417 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, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 55 to 61, 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 also 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 Protective Covenants and 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 2011 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, nothing by this Supplement shall affect the Amendment as it pertains to the following portions of Island Fairway Estates:

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, as also described in 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; and

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, as also described in 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.

EXECUTED this 31st day of December, 2010.

PADRE ISLES PROPERTY OWNERS
ASSOCIATION, INC

By: Jeff F. Carlson

Jeff F. Carlson, President

STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged on this 31st day of December, 2010, by Jeff F. Carlson, the President of Padre Isles Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

Return to:

WOOD, BOYKIN & WOLTER
615 N. UPPER BROADWAY, SUITE 1100
CORPUS CHRISTI, TEXAS 78401-0748

EXHIBIT A

<u>Subdivision Name</u>	<u>Covenants Filed of Record (Deed Records)</u>	<u>Map Filed of Record (Map Records)</u>
Island Fairway Estates	Volume 1424, Pages 417-426	Volume 38, Pages 55-61
Island Fairway Estates	Volume 1504, Pages 988 et seq.	Volume 40, Pages 145-46

Doc# 2011000128

± Pages 4

01/03/2011 11:52AM

Official Records of

NUECES COUNTY

DIANA T. BARRERA

COUNTY CLERK

Fees \$27.00

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

STATE OF TEXAS
COUNTY OF NUECES

I hereby certify that this instrument was FILED
in file number sequence on the date and at the
time stamped herein by me, and was duly RECORDED
in the Official Public Records of
Nueces County, Texas
Diana T. Barrera



Diana T. Barrera

**AMENDMENT TO
PROTECTIVE COVENANTS AND LANDOWNERS' AGREEMENT PADRE ISLAND –
CORPUS CHRISTI ISLAND FAIRWAY ESTATES**

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Amendment to Protective Covenants and Landowners' Agreement Padre Island – Corpus Christi Island Fairway Estates (hereinafter the "***Amendment***") is made by the Required Owners (as defined below).

WITNESSETH:

WHEREAS, Padre Island Investment Corporation, a Texas corporation, previously executed and recorded that certain Protective Covenants and Landowners' Agreement Padre Island – Corpus Christi Island Fairway Estates, recorded under Volume 1424, Page 417, in the Official Public Records of Nueces County, Texas (as amended, modified or supplemented, the "***Protective Covenants***");

WHEREAS, pursuant to Article VIII of the Protective Covenants, at any time the owners of the legal title to 51% of the lots in the subdivision (the "***Required Owners***") may amend the restrictions, covenants, conditions and matters set forth in the Protective Covenants by filing an instrument containing such amendment in the Office of the County Clerk of Nueces County, Texas; and

WHEREAS, Diamond Beach Holdings, LLC ("***DBH***") is the owner of the legal title to at least 51% of the lots in the subdivision under the Protective Covenants, and hereby desires to amend the Protective Covenants as noted herein.

NOW THEREFORE, the Protective Covenants are hereby amended as follows:

1. Definition of Lot. The definition of "lot" in Section 1 of Article II of the Protective Covenants is hereby deleted in its entirety and replaced with the following:

"1. A "lot" as used herein shall be interpreted to mean a subdivided lot on a subdivision plat filed and recorded with the Office of the County Clerk of Nueces County, Texas."

2. Landowner's Agreement. Article VI, Section 7 of the Protective Covenants is hereby deleted in its entirety.

3. Clarification of Landowner's Agreement. Without waiving any rights of DBH, including the right to deny that any "Trustee" powers exist, any "Trustee" appointment or rights are withdrawn, terminated and rescinded, and any related assignment of same is further withdrawn, terminated and rescinded. There is no right, by any "Trustee" or other person, to exercise any of the rights under Article VI, Sections 1, 2, 4, 5, 6, and 7 of the Protective



Covenants, including any right to assess, charge, or collect any fees or assessments against any lots. All of the foregoing "Trustee" powers or rights are hereby assigned to DBH.

The lots are not subject to any: (i) fees; (ii) charges; (iii) maintenance fund charges or assessments; (iv) maintenance charges; (v) assessments; (vi) special assessments; or (vii) fines, late charges, collection costs, penalties, or interest.

4. Amendment Provision. Article VIII of the Protective Covenants is hereby deleted and replaced in its entirety with the following:

"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.

For purposes of this Article VIII only, each lot shall receive a total of one (1) vote when calculating and determining whether the requisite 51% of the owners of the lots in the subdivision has been met for the purpose of amending the restrictions, covenants, conditions and matters set forth herein."

5. Termination Provision. Article XII is hereby added to the Protective Covenants as follows:

"XII. TERMINATION

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 terminate 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.

For purposes of this Article XII only, each lot shall receive a total of one (1) vote when calculating and determining whether the requisite 51% of the owners of the lots in the subdivision has been met for the purpose of terminating the restrictions, covenants, conditions and matters set forth herein."

6. Effect of Amendment. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Protective Covenants. Unless expressly amended by this Amendment, all other terms and provisions of the Protective Covenants remain in full force and effect as written. In the event of any conflict between the covenants and provisions set forth in this Amendment and any other recorded instrument, this Amendment shall prevail. Invalidity of any one or more of the covenants, restrictions, conditions or provisions contained in this Amendment shall in no way affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

(Signature Page Follows)

LAB

Executed on this 24 day of August, 2021.

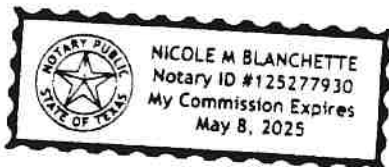
DIAMOND BEACH HOLDINGS, LLC,
a Texas limited liability company

By: [Signature]
Name: JENNIFER L. HOFF
Title: Vice President

STATE OF TEXAS, §
COUNTY OF Harris §

Before me, the undersigned authority, on this 24 day of August, 2021, personally appeared JENNIFER L. HOFF, as Vice President of Diamond Beach Holdings, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of such company.

Given under my hand and seal of office, this 24 day of August, 2021.



Nicole M. Blanchette
Notary Public, State of Texas

**Nueces County
Kara Sands
Nueces County
Clerk**

Instrument Number: 2021043831

eRecording - Real Property

NOTICE

Recorded On: August 25, 2021 07:56 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$29.00



**STATE OF TEXAS
NUECES COUNTY**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Nueces County, Texas.

Kara Sands
Nueces County Clerk
Nueces County, TX

Kara Sands

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2021043831
Receipt Number: 20210825000001
Recorded Date/Time: August 25, 2021 07:56 AM
User: Regina C
Station: CLERK04.nuecescc.local

Record and Return To:

Simplifile
484 North 300 West, Suite 202

Provo UT