

THE STATE OF TEXAS	§	PROJECTIVE COVENANTS AND LANDOWNERS' AGREEMENT
	§	PADRE ISLAND-CORPUS CHRISTI
COUNTY OF NUECES	§	BLOCKS 1, 2 AND 3, SECTION 18

Padre Island Investment Corporation, a Texas corporation (hereinafter sometimes called "Owner") is the owner of the surface estate in and to the following described property situated in Nueces County, Texas, to-wit:

Padre Island-Corpus Christi, Blocks 1, 2 and 3, Section 18, a subdivision of Padre Island, Nueces County, Texas, as shown by map or plat thereof recorded in Volume 38, Pages 69 and 70, 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 recorded in the Deed of Trust Records of Nueces County, Texas, which joins herein for the sole purpose of acknowledging, ratifying and approving the creation of the covenants and restrictions herein set forth.

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 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 the addition as shown by said map or plat thereof.

2. The restrictions, conditions and use limitations hereinafter set forth shall constitute covenants running with the land, shall be binding upon and inure to the benefit of Owner 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 all or any portion 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 all or any portion of the addition 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 to have been executed, delivered and accepted subject to all of the terms, conditions and restrictions hereof. In the event, however, of the failure of any contract and/or deed to all or any portion of the addition to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of all or any portion of the addition shall be construed to be subject to the terms of this instrument.

II. DEFINITIONS

1. A "street" is any road, street, avenue, court, circle, lane, boulevard, way or drive, designated as such on a recorded map of the subdivision.

2. A "utility easement" is any easement designated on a recorded map of the subdivision which may be used for the construction, maintenance and/or installation of any and all utilities, sewage, telephone and water drainage facilities (surface and subsurface) unless the easement is designated for a specific use on a recorded plat of the subdivision, in which event such easement shall be used only for the purpose and in the manner designated on such plat.

3. A "lot" or a "corner lot" shall mean any lot platted and contained in the addition. A corner lot is any lot which abuts more than one street and shall be deemed to front on the street on which it has the smallest dimension. Any lot except a corner lot shall be deemed to front on the street or canal upon which it abuts.

4. A "canal lot" is a lot which abuts a canal.

5. A "canal" is a waterway.

6. A "bulkhead line" is that line along which a retaining structure (bulkhead) is or may be installed for the purpose of maintaining shore and canal protection as shown on a plat of the subdivision.

7. The "restricted building area" is that portion of a lot lying between the restrictive building line (usually indicated "B.L." on a map or plat of the subdivision) and the bulkhead line of such lot, as shown on a plat of the subdivision.

8. A "mooring area" is that portion of a canal abutting a canal lot and designated as such on a plat of the subdivision within which limited mooring facilities may be constructed as set forth in paragraph 17 of Part IV below.

9. A "navigation channel" is that portion of each canal not included within any mooring area. Absolutely no obstructions are permitted in any navigation channel.

10. The "marina" is that boat facility to be located in the Easement Area and that portion of Block 1 of the addition adjacent to the Easement Area, to be constructed as set forth in paragraph 1 of Part IV below.

11. The "Easement Area" is that area adjacent to Block 1 of the addition, as further described in Coastal Public Lands Easement Number GE-81-057 issued to Owner by the State of Texas.

III. ARCHITECTURAL CONTROL

1. The Architectural Control Committee (hereinafter called "the Committee") shall be composed of five (5) members, three of which shall be appointed by Owner, one by the owner(s) of record of Blocks 1 and 2 of the subdivision, and one by the owner(s) of record of Block 3 of the subdivision. Such appointments shall be in writing and recorded in the deed records of Nueces County, Texas. In the event of the merger, consolidation or dissolution of Padre Island Investment Corporation, (i) the members of the Committee then serving shall continue to be members of the Committee until their respective resignations or death; (ii) vacancies on the Committee shall be filled by majority vote of the remaining members of the Committee; provided, however, that in such event the record owner of each respective Block, or the record owners of a majority of the lots or tracts into which each respective Block in the subdivision shall then be divided or subdivided shall have the power to change the member(s) of the Committee appointed by the record owner(s) of property in each such Block at any time.

2. No building, structure or improvement of any nature shall be erected, placed, or altered on any portion of the addition 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 (i) quality of workmanship and materials, (ii) harmony of external design with existing structures, (iii) location with respect to topography and finish grade elevation, (iv) the method of erection or construction complying with generally recognized techniques and standards suitable for Padre Island, Nueces County, Texas, including without limitation, the Southern Standard Building Code and such other building codes as may be applicable or appropriate, and (v) compliance with the other standards set forth in this instrument. In addition, no substantial change in the originally approved finish grade elevation of any lot shall be made without the prior written approval of the Committee.

3. No approval of construction plans and specifications for any building, structure or improvement of any nature to be constructed on Blocks 1 or 2 of the addition, other than for construction plans and specifications directly related to construction of the marina, shall be given by the Committee until such time as the Committee shall have received and approved the construction plans and specifications for the marina.

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. No building, structure or improvement of any nature on Blocks 1 or 2 of the addition shall be occupied or used for any purpose until such time as the first phase of the marina shall have been completed and approved by the Committee.

6. The Committee's approval or disapproval as required in these covenants shall be in writing. Subject to the provisions of paragraphs 3 and 5 of this Part, 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.

7. 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 or to protect the safety and the welfare of occupants and users of improvements on any lot; provided, however, any such modification, alteration or change shall (i) be reasonable and take into consideration the interests of the owner requesting approval of plans and specifications, (ii) shall not require the removal or modification of any then existing improvements, and (iii) shall apply only prospectively.

8. 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. The first phase of the marina shall contain a minimum of 100 boat slips, and such piers, bulkheads, parking and service facilities as are necessary, or customary and appropriate for a first-class resort area marina facility. The marina shall correspond in all respects to any requirements set forth in Coastal Public Lands Easement Number CE-31-057 issued to Owner by the State of Texas (or any amended or substituted easement which shall have been approved by Owner), and to any additional requirements of local, state or Federal law or regulation in force at the time of construction.

2. The marina shall be available for use by the owner of any lot in Padre Island-Corpus Christi.

3. Any improvement or premises located in Blocks 1 or 2 of the addition shall be restricted to use for such purposes as are usually included in single family residential, multi-family residential, general business and commercial zoning, and anything else that would be in keeping with a "Marina" area. Such purposes may include, but are not limited to: use as bulkheads, piers, boat slips, breakwaters, fuel docks, single family residences, multi-family residences such as duplexes, triplexes, fourplexes, etc., condominiums, apartments, cooperatives and time shares, hotels, parking garages, retail shops, chandlery, convenience stores, grocery stores, gift shops, restaurants, yacht clubs, theatres, boat sales, boat leasing, boat storage, boat repair, fuel sales, tennis courts, racquet ball courts, gymnasiums, swimming pools and recreational parks.

4. All buildings and other improvements placed on any lot 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 or nuisance to the neighborhood. No cattle, hogs, poultry, horses, or other animals may be kept on any part of the subdivision, except that this paragraph shall not preclude the keeping of pets or animals other than the above mentioned such as are ordinarily kept as pets in residential subdivisions provided they are not kept or bred for any commercial purposes.

6. No outside toilet will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw or untreated sewage being carried into water bodies, except as may be approved by the proper state and local authorities and by Owner. No septic tank or other means of sewage disposal may be installed unless approved by Owner and all 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, utility easement, public ditch or water body, either directly or indirectly, is strictly prohibited.

7. No structure of a temporary character, nor any mobile home, house trailer, trailer, basement, tent, shack, garage, barn or other outbuilding, or any part thereof, shall be used as a residence or dwelling, either temporarily or permanently, except for such temporary structures as are required during the construction or alteration of improvements.

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

9. No portion of the addition 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 portion of the addition until the owner of such portion is ready to commence the construction of 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 be contained in sanitary containers. Such containers shall be maintained in good appearance and in clean and sanitary condition and shall be located and stored so as not to be seen from a street or a canal.

12. No clotheslines may be located where visible either from a street or a canal. All 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.

13. 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.

14. Construction of improvements must begin within twelve (12) months after approval of the final plans and specifications by the Committee. After construction has begun improvements must be completed within thirty-six (36) months from the start of construction, unless delayed for some reason beyond the owner's control, in which event the Committee may at its discretion extend the foregoing time limits.

15. 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.

16. No structure or obstruction of any nature whatsoever shall be constructed, installed, maintained or allowed on, in or under any navigation channel. Docks, piers, boat houses, and mooring posts may be constructed or installed within any mooring area only after the size, design and placement of such have been approved in writing by the Committee.

17. The purchaser of property in the addition shall keep weeds out of the particular property owned by him and shall not permit the accumulation of trash, rubbish or other unsightly articles in or on the premises, the easement, the canal 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 and adjoining canal 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 or portion of the addition.

V. 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 conveyance 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.

VI. AMENDMENT

At any time the owners of the legal title (as shown by the records of Nueces County, Texas) to fifty-one percent (51%) of the area of each Block in the subdivision, or to fifty-one percent (51%) of all lots or tracts in each Block in the subdivision if the subdivision has been further subdivided into lots or tracts, 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, (a) 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 or assigns, and (b) these protective covenants may not be wholly terminated prior to the expiration of the thirty-five (35) year time period provided in Part V above.

VII. 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 party shall be liable except in respect to breaches committed during his, their or its 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 all or any portion of the addition, or the owners of any lot or tract platted in any subsequent replat or subdivision thereof, 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 any portion of 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.

VIII. 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.

IX. DEDICATION

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

DATED as of February 6, 1984.



PADRE ISLAND INVESTMENT CORPORATION

By: David R. Coggins
DAVID R. COGGINS, President

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

By: Gwen O'Brien
Gwen O'Brien, Trust
Officer of the Corpus Christi State National Bank, Trustee

THE STATE OF TEXAS :

COUNTY OF NUECES :

BEFORE ME, the undersigned authority, on this day personally appeared DAVID R. COGGINS, 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 6th day of February, 1984.

Sandra Renfro
Notary Public in and for the State of Texas
SANDRA RENFRO
My Commission Expires: 2-15-85

1987 MAR 7 1988

RECORDS
VOL 1905 PAGE 340

THE STATE OF TEXAS }
COUNTY OF NUECES }

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 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 8th day of FEBRUARY, 1984.

Mary A. Briones

Notary Public in and for the State of Texas
Mary A. Briones

My Commission Expires: January 24, 1988

STATE OF TEXAS }
COUNTY OF NUECES }

I hereby certify that this instrument was FILED on the 13th day of FEBRUARY, 1984, at the time received hereon by me, and was duly RECORDED in the Volume and Page of the RECORDS of Nueces County, Texas, as stated herein by me, on

FEB 13 1984



M. J. ...
COUNTY CLERK
NUECES COUNTY, TEXAS

RETURN TO: DONALD M. TOLBERMAN
GARY THOMASSON, HALL & MARKS
P. O. BOX 371
CORPUS CHRISTI, TEXAS 78403

FILED FOR RECORD
FEB 13 10 29 AM '84
AMBER, CLERK - NUECES COUNTY, TEXAS

K.P. 5

VER-4

151