

FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS

AFFECTING

LOTS 1 through 12, BLOCK 1

LOTS 1 through 16, BLOCK 2

LOTS 1 through 16, BLOCK 3

and

LOTS 1 through 9, BLOCK 4

OF

PELICAN COVE ADDITION PHASE I

THE STATE OF TEXAS §

§

COUNTY OF SAN PATRICIO §

This First Amended and Restated Declaration of Covenants and Restrictions ("Declaration"), made on the date hereinafter set forth by MARINE CREEK ESTATES JOINT VENTURE, a Texas joint venture, with its offices and principal place of business being located in Fort Worth, Tarrant County, Texas, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the property situated in San Patricio County, Texas, described on Exhibit "A" attached hereto and incorporated herein as if set forth in full; and has subdivided such property into lots and blocks with intervening streets, avenues, drives, channels and easements for drainage and utility facilities, and has dedicated such streets, avenues, drives and easements as set forth on the map or plat of such subdivision recorded on May 2, 1985, in Envelope A, Map Records of San Patricio County, Texas, reference to which is hereby made and which property is hereinafter referred to as "the Lots" or the "subdivision"; and,

WHEREAS, Declarant previously executed and filed of record under Clerk's File No. 340036, Deed Records and Real Property Records of San Patricio County, Texas a Declaration of Covenants and Restrictions covering the property described in Exhibit "A", attached hereto and made a part hereof and Declarant desires to amend and restate such original Declaration of Covenants and Restrictions and is executing and recording this Declaration for such purpose;

WHEREAS, it is the desire of the Declarant to place certain restrictions, covenants, conditions, stipulations and reservations, upon and against the Lots in order to establish a uniform plan for the development, improvements, and sale of the Lots and to insure the preservation of such uniform plan for the benefit of both the present and future owners of the Lots:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Lots which constitute a part of Pelican Cove Phase I which will be a part of the Pelican Cove Addition ("Addition") and declares the following reservations, easements, restrictions, covenants and conditions applicable to the Lots, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

Scope of Restrictions

For the purposes of creating and carrying out the uniform plan for the improvement and sale of the Lots, as a high quality, restricted residential subdivision, the following restrictions, conditions and use limitations are hereby established, adopted and imposed upon each Lot as shown by said map. Such restrictions, conditions and use limitations (i) shall constitute covenants running with the land, (ii) shall be binding upon and inure to the benefit of, and be enforceable by, Declarant, its successors and assigns, and upon all persons acquiring one or more Lots, whether by purchase, descent, devise, gift or

otherwise by actions at law or in equity, and each person, by the acceptance of title to any Lot, shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants as set forth herein. Such restrictions, conditions and use limitations shall be made a part of each contract and/or deed executed by or on behalf of Declarant, conveying a Lot or Lots by reference to the place of record of this instrument. By acceptance thereof, the grantee and all persons claiming under him shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all the terms, conditions and restrictions set out in this instrument. In the event, however, of the failure of any contract and/or deed to any Lot or Lots to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such Lot or Lots shall be construed to be subject to the terms of this instrument.

ALL LOTS AND OWNERS OF LOTS ARE SUBJECT TO, AND HAVE THE RESPONSIBILITY FOR COMPLIANCE WITH, ALL TERMS, CONDITIONS AND PROVISIONS OF THE DEPARTMENT OF ARMY PERMIT NO. 16639.

ARTICLE TWO

Architectural Control

1.1 There is hereby created an Architectural Control Committee, hereinafter sometimes referred to as the "Committee", which shall be composed of four (4) members. Each member shall serve until his successor is named, as provided herein, and shall be:

S. G. Payte 308 Arthur Street

Fort Worth, Texas 76107

Jerre Ledbetter 1809 Bayshore Drive Rockport, Texas 78382

J. T. Lloyd 111 West Wilson, Suite 1A Aransas Pass, Texas 78336

Gordon Swift 900 Monroe, Suite 100 Fort Worth, Texas 76102

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 other than the compensation set forth in Paragraph 2.6 to offset the cost of reviewing the plans and specifications provided for herein. At such time as eighty-five (85%) percent of the Lots in the Addition have been sold and transferred by the Declarant, record owners of a majority of the Lots shall have the power to file a duly recorded written instrument 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 document properly reflecting the same.

2.2 It shall be the general purpose of the Committee to provide for maintenance of high standards of architecture and construction in such a manner as to enhance the aesthetic properties and structural soundness of the subdivision. The Committee shall be guided by and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration. The judgment of the Committee shall be final, conclusive and binding.

2.3 No building, fence, wall, boat dock, tie-off pilings, fish cleaning stand or other structure or improvement, shall be commenced, erected, or maintained upon the subdivision; nor shall any exterior addition to, or change or alteration therein be made; nor shall any landscaping on any Lot or Lots that would affect drainage or utility easements be undertaken until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by, the Committee as to harmony of external design and location in relation to surrounding structures and topography and finished grade elevation. The Committee may refuse to accept or may require changes, deletions, or revisions in such plans and specifications in order to insure that the architectural and general appearance of all buildings and grounds be in conformity with this Declaration and the general appearance of the subdivision, and that such plans and specifications are not detrimental to the public health, safety, and general welfare of the community. Refusal of approval of plans and specifications or required changes, deletions or revisions in same may be based upon any reasonable grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed conclusive and controlling.

2.4 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 such plans and specifications will be retained by the Committee and the other complete set will be marked "APPROVED", and returned to the Lot owner. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval.

2.5 The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or

disapprove such plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to the completion of such construction, then approval is presumed.

2.6 A fee in the amount of Three Hundred and fifty dollars (\$350.00) Dollars for any housing structure or Fifty and No/100 (\$50.00) Dollars for any minor structure such as, but not limited to, boat docks, shall be submitted to the Committee at the time plans and specifications are submitted to the Committee, which fee is to be used to offset the costs of reviewing the plans and specifications. The fees set forth herein shall be subject to change by the Committee upon recordation of a written document properly reflecting the same. (fees changed December 3, 2004, view recorded document at end of C&R's)

2.7 The Committee shall determine whether the provisions contained in the Declaration are being complied with; however, no act or failure or refusal of the Committee to initiate action to challenge a real or threatened violation of this Declaration or otherwise to act on its own initiative, shall be deemed to constitute waiver of any right or duty of the Committee at any time or from time to time thereafter to initiate such action and/or enforce compliance with this Declaration. The Committee may act or refuse to act in any real or threatened violation of this Declaration, all in the exercise of its sole discretion.

2.8 Declarant shall have the right, at its election, to transfer the power of appointment of the Committee to the Canal Owner's Association, when formed. In such event, all rights and obligations of Declarant to appointment of the Committee shall thereupon terminate and shall thereafter be vested in the assignee of such power; provided, that, in the event such assignee should fail or refuse to exercise the power, Declarant shall have the right but not the duty to exercise the power of appointment of the Committee.

2.9 Notwithstanding any other provisions herein, it shall remain the prerogative and in the jurisdiction of the Committee to review applications and grant approvals for exceptions to the provisions herein. Variations from these requirements and, in general, other forms of deviations from these restrictions imposed hereby, may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the subdivision, and are not in any way detrimental to the public welfare or to the property of other persons located in the vicinity hereof, all in the sole opinion of the Committee.

2.10 The Committee may from time to time adopt certain reasonable building and construction standards which will govern the standards by which all improvements in the subdivision will be constructed. The Committee shall adopt such standards and shall make copies of same available to the owners of Lots upon request. The Committee may modify or amend such building standards from time to time as in their sole discretion they shall deem appropriate.

ARTICLE THREE

Improvement Standards

3.1 Residential. None of the Lots shall be used other than for single family residential purposes and no building shall be designed for, or erected, placed, occupied, altered, or permitted to remain on any Lot or portion thereof other than a single-family residence and attached or separate garage. No trailer, mobile home, motor home, modular home, geodesic dome, tent, shack lean-to or other outbuilding may be placed, moved, erected or permitted to remain on any Lot, temporarily or permanently, by either an owner of any Lot or any guest of any such owner. No structure or any part of a Lot shall be occupied or used as a residence, temporarily or permanently, until the exterior thereof is completely finished and all plumbing, electrical and sewage facilities have been fully installed and connected as required hereinafter.

3.2 Building Location. On any of the Lots, no building (including, but not limited to, porches, decks or roof overhang) shall be located on any Lot nearer than ten (10) feet from the rear property line, nor nearer than six (6) feet from the side of any interior line of any such Lot, and shall not be nearer than twenty (20) feet from the front property line. No fish cleaning stand shall be nearer than six (6) feet from the side of any interior line of any Lot. On all corner Lots, no building shall be nearer to the corner property line than ten (10) feet. Notwithstanding the provisions contained herein, Declarant or the owners or purchasers of two or more Lots may locate one building on said two or more Lots such that the interior line of such Lot shall be Lot line between the Lots owned by the owner or purchaser constructing one house on two or more Lots and the contiguous Lots not owned by said owner or purchaser. In other words, if an owner constructs one house on two contiguous Lots in the subdivision, the side yard set back provided for herein shall only be applicable to the two exterior Lot lines and not the Lot line common between the two Lots. In case of any discrepancy between the recorded plat and the recorded restrictions, the recorded plat shall prevail.

3.3 Fences or Walls. No fence or wall shall be erected, placed, altered or maintained on any building site nearer to the front Lot line than the minimum building setback line shown on the recorded plat of the subdivision or in any event, forward of the front wall line of the main building. No fence or wall shall be erected, placed, altered or maintained on any Lot in such a manner that it will affect or impair the drainage areas designated by the Architectural Control Committee or as shown on the plat for the subdivision.

3.4 Minimum Floor Area. Any single family dwelling constructed on a Lot must have a main floor living area of not less than fourteen hundred (1,400) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages, unless

adjusted or waived by the Committee.

3.5 Minimum Grade Elevation and Foundation. The minimum grade elevation for any Lot shall be seven (7.0) feet above mean sea level. On all main buildings and all out buildings (excluding fish cleaning stands), either attached or detached, all foundations must be of concrete and must be fully enclosed at the perimeter. The finished floor elevation for the first floor of any dwelling shall be not less than eight (8.0) feet nor more than nine (9.0) feet above mean sea level. The finished floor elevation for the second floor of any dwelling shall be not less than seventeen (17.0) feet nor more than eighteen (18.0) feet above mean sea level. No dwelling, garage or appurtenant building shall exceed two (2) stories in height.

3.6 Exterior Walls. The exterior walls of each main dwelling shall be of natural stone, stucco, brick or wood or any combination thereof. Materials used on the main building or any outbuilding must be in harmony with the general architectural design of the main building, as determined by the Committee. No asbestos siding may be used for walls or trim.

3.7 Roof. The pitch of the roof of each main building and all out buildings, either attached or detached, is subject to approval of the Committee. Oyster shell roofs shall not be permitted. Such roof may be constructed out of the following materials which shall be the minimum as to quality and type:

(a) 280 pound weight self-sealing composition roof;

(b) Fire retardant wood shingle roof;

(c) Such other materials as may be approved by the Committee.

3.8 Topographic Alterations. Under no circumstances shall any Lot owner be permitted to deliberately alter the topographic conditions of any Lot in any way which would alter the natural drainage patterns without first obtaining the prior approval of the Committee.

3.9 Commencement and Completion Time. Construction of any house, structure, or

other improvement commenced on any Lot, shall be commenced within ninety (90) days after the date the Committee has approved or deemed approved the plans and specifications for such improvements and shall be completed within six (6) months after the beginning of such construction, or within such additional time as may be approved in writing by the Committee and no partially completed house, structure or improvement of any type shall be permitted to remain on said Lot beyond said period of time.

3.10 Full Lot Required. No structure or improvement of any type shall be erected, placed upon, or maintained on any building are less than one full Lot as designated on the recorded plat of the subdivision.

3.11 Plumbing and Sanitary Facilities. All structures shall have the plumbing installations completed and approved by the Committee prior to occupancy. Such plumbing shall comply with all laws, rules and regulations of governmental authorities having and asserting jurisdiction. No outside toilet shall be installed or maintained on any Lot and all plumbing shall be connected to the sanitary sewer system.

3.12 Electrical. No source of electrical energy shall be brought to any Lot or used upon a Lot until the Committee has approved plans and specifications for the erection of approved improvements on such Lots.

3.13 Water. Each residential dwelling constructed on any Lot shall be connected to the water system installed in the subdivision. No individual water wells shall be allowed on any Lot.

3.14 Hunting, Fishing and Livestock. No hunting shall be allowed in the subdivision and any discharge of firearms is strictly prohibited. No fixed net or fixed line fishing shall be permitted in any of the channels which could in any way interfere with the free navigability of such channels. No livestock other than household pets may be kept or raised on any Lot and no household pets shall be bred or maintained on any Lot for commercial purposes for sale.

3.15 Channels and Slips. The owner of each Lot shall be responsible for maintaining that portion of any channel contiguous to his Lot and any boat slip on his Lot free of all debris, trash, rubbish, garbage, or any other unsightly or unsanitary material or any hazard to navigation, provided however, that improvement, maintenance, repair and other care for the canals and channels within the subdivision shall be the responsibility of the Committee or the Association as hereinafter defined, when formed. The maintenance and repair of the bulkheads contiguous to a Lot shall be the responsibility of the owner of such Lot. The channels in the subdivision shall not be used for dumping any foreign matter of any type and nothing shall at any time be deposited or left in any

channel other than properly tended or moored boats. No owner of any Lot, or any guest of such owner, shall moor his boat in any area of any channel, except in that portion of the channel contiguous to such owner's Lot. The owners of all Lots in the subdivision shall strictly observe a five mile per hour (5 M.P.H.) speed limit in all channels and shall endeavor to enforce all others using such channels to observe such speed limit. No boats used for commercial fishing purposes shall be moored in any slip or channel within the subdivision.

3.16 Docks, Davits, Lifts or Boat Hoists. Boat docks, davits, piers and walkways of any type shall not be allowed to protrude more than five (5) feet beyond the water side of the bulkhead into the channel, and their manner of construction shall be approved by the Committee prior to their construction. No boat lifts shall be built in the channels. Boat ramps for the dry storage of small boats may be constructed not to extend more than one-half the distance between the bulkhead and the tie-off pilings or ten (10) feet from the bulkhead, whichever is less. No covered stalls of any type shall be constructed in the channels. Additional restrictions may from time to time be adopted further limiting the construction of docks, davits, piers, lifts, walkways and other structures into the channels as reasonably determined by Declarant and/or the Pelican Cove Canal Owners Association. No opening may be made through a bulkhead without the prior written approval of the Committee. Tie-off pilings may be placed no more than twenty-five (25) feet (inclusive of docks, piers and walkways) beyond the channel side of the bulkhead into the channel nor may they be placed closer than six (6) feet to the side of any interior line of any Lot, if such interior line were projected out into the channel and their manner of construction and location shall be approved in writing by the Committee prior to their construction.

3.17 Nuisances. No noxious nor offensive, unlawful or immoral activity shall be carried on upon any Lot in the subdivision, nor shall anything be done thereon which shall become an annoyance or nuisance to any part of the subdivision.

3.18 Appearance of Lots. No Lot shall be used or maintained as a dumping ground for rubbish or any other material. Trash, garbage or other waste or materials shall not be kept except in sanitary containers, which containers shall be kept in wooden storage boxes attached to the main structure on the Lot. No incinerators shall be kept on the subject property or on any Lot. Equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition and all such items shall be maintained in a neat and attractive manner. No boats, trailers, campers, recreational vehicles, or vehicles in a non-operating condition shall be permitted to remain on any Lot or on the street adjacent to any Lot for more than thirty (30) days except that, however, such vehicle or vehicles may remain longer if they are housed in enclosed storage.

3.19 Signs. No sign of any kind shall be kept or displayed to public view (except by the Declarant or its assigns) other than name and street number signs or other than one (1) professional sign three (3) feet square advertising the property for sale.

3.20 Drilling and Excavations. No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted on any Lot.

3.21 Grass and Weeds. Each Lot owner and each purchaser of Lots under Contract for Deed, shall keep grass, weeds and vegetation trimmed or cut so that the same shall remain in a neat, orderly and attractive condition. In the event an owner or purchaser of any Lot shall fail to maintain the premises in a neat and orderly manner, the Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot, all at the expense of owner or purchaser, which expense shall become a lien against the Lot and which lien may be enforced in the same manner as a mortgage lien, pursuant to Article 3810, V.A.T.S. Grass, weeds and other vegetation trimmings shall not be deposited into any channel.

3.22 Fences, Walls, Hedges or Utility Meters. No fence, wall, hedge or utility meter shall be placed or permitted on any Lot without first obtaining the approval of the Committee; provided that no fence or wall (other than a decorative fence or wall) may be placed nearer to any front or side street than is permitted for the house or building on such Lot; nor shall any fence or wall exceed six (6) feet in height.

3.23 Shrubs and Trees. No shrub or tree planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curbline at points twenty-five (25) feet from their intersection or, in the case of rounded corner, from the intersection of the curblines as extended. The same sight line limitations shall apply on any Lot within ten (10) feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six (6) feet above ground level.

3.24 Swimming Pools and Tennis Courts. Swimming pools and tennis courts shall be permitted, provided: (i) that written approval of the location of same is first obtained from the Committee; (ii) that the construction and maintenance of same is in compliance with all applicable laws, rules, regulations and ordinances of state, county and/or municipal authorities asserting jurisdiction; (iii) that all such pools are completely enclosed with a suitable fence of a minimum height of five (5) feet; and (iv) that any lighted tennis courts shall be so constructed so as not to offend any of the other owners of Lots in the subdivision.

ARTICLE FOUR

Easements and Utilities

Declarant hereby reserves a right-of-way easement for the purpose of maintaining and repairing the canals and channels located within the subdivision ten (10) feet wide along either side of the bulkhead line. Declarant further reserves a right-of-way and easement for utilities and drainage, including without limitation, electric, water, telephone, sewage, television and/or communication cables, as are shown on the applicable plat or as are designated by the Committee by appropriate instrument filed for record in San Patricio County, Texas. Declarant further reserves an easement under, on and above all channels, bulkheads, roads and streets in the subdivision for the purpose of installing, operating and maintaining any and all improvements in connection with the utility and drainage easements. Declarant reserves the right to assign and/or dedicate, assign and/or convey said utility and/or drainage easements and any rights and interests therein at any time and from time to time in Declarant's sole discretion. This Declaration shall never be deemed to obligate Declarant to furnish, construct or maintain or cause to be furnished, constructed or maintained any road, street, utility and/or drainage easement and/or any improvements on any of the foregoing. Within these easements, no structure, fences, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels. The easements include, without limitation, the right of ingress and egress thereon at reasonable times to such easements for construction, maintenance, repair and replacement purposes, without consent or approval of the owner or purchaser of the applicable Lot and without compensation or redress to the owner or purchaser of said Lot by reason of such construction, maintenance, repair or replacement. Any improvements placed in the easement area by the owner or purchaser of any Lot may be removed and replaced by the Declarant and/or any person or entity having any right, title or interest in the easement, including without limitation any public authority or utility company, all without liability to the owner or purchaser and at the expense of the owner or purchaser of said Lot. The easement area of each Lot and all improvements thereon shall be maintained continuously by the owner of the Lot covered by said easement, except for those improvements which are owned by the owner of the easement, such as the applicable public authority or utility company. Owners and purchasers shall have no cause or action against Declarant, its successors, assigns, employees and/or agents, or utility companies, water districts or other authorized entity using such easements, either at law or in equity, for any damage or otherwise caused by the installing, operating, maintaining, repairing and/or replacing the above utility and/or drainage easements and/or any improvement thereon. All utility connections including but not limited to telephone and electric power service shall be underground and no owner of any Lot shall erect any poles on any Lot for aerial erection of power or telephone lines.

ARTICLE FIVE

Resubdivision

No Lot or parcel of land shall be divided by the owners or purchasers thereof, their heirs or assigns, into smaller lots, whether for lease, sale or rental purposes, except as may be designed or permitted on any applicable plat, provided however, that the owners or purchasers thereof, their heirs or assigns may divide three (3) or more Lots for the purpose of reclassifying or resubdividing said Lots into a larger Lot or Lots. Declarant, or the owner or purchaser of two or more contiguous Lots may reclassify said Lots into one larger Lot. Any reclassification or resubdivision of Lots as provided herein shall not affect or be deemed to reduce the maintenance assessments provided for in Article Seven herein. Declarant reserves the right at any time and from time to time to resubdivide and/or reclassify any or all Lots which are then owned by Declarant if and to the extent Declarant deems such action desirable, in the sole discretion of Declarant. In such event, Lots shall be deemed to be resubdivided and reclassified when Declarant files an amended plat reflecting such resubdivision and/or redesignation in San Patricio County and any other county in which the applicable Lots are located. Declarant may exercise the right to resubdivide and/or reclassify Lots which are then owned by Declarant even though Declarant shall have previously sold and/or contracted to sell other Lots.

ARTICLE SIX

Canal Owners' Association

All Lot owners, including the Declarant, shall be members of the Pelican Cove Canal Owner's Association ("Association"), and shall be entitled to one (1) vote for each Lot owned in fee provided, however, that the Lot owners including the Declarant shall not become members of the Association until such time as 50% of the Lots in the Addition have been conveyed by Declarant to the purchasers of said Lots other than Declarant. When more than one (1) person holds an interest in any lot, all such persons shall be members, but there shall be only one (1) vote permitted for each Lot owned. The Association shall be a corporation organized under the Texas Non-Profit Corporation Act. The Association shall have a Board of Directors and shall act by vote of a majority in interest of the owners of the Lots, voting in accordance with its procedures established herein and in accordance with its By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. By acceptance of a deed to any Lot or Lots, the owner of such Lots shall thereby expressly become bound by the terms, provisions and covenants herein contained and the terms, provisions and covenants contained in the Articles of Incorporation and Bylaws of the Association. Declarant shall be a member of the Association for so long as Declarant owns any Lot or Lots in fee simple in the subdivision, including any Lots which are subject to option contracts or Contracts for Deeds, and shall be entitled to one (1) vote for each Lot so owned.

ARTICLE SEVEN

Covenant for Maintenance Assessments

7.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the subdivision, hereby covenants, and each owner of any Lot in the subdivision covenants and agrees and is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall, to the full extent permitted by law, be a charge on the Lot subject to this Declaration and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of each Lot in the subdivision at the time when the assessment fell due. The Association shall have the duty and obligation to establish, collect and administer such assessments. All annual assessments or charges shall be due and payable in advance unless otherwise provided by the Committee. The obligation to pay annual assessments or charges as provided for herein shall commence at such time as a Lot or Lots have been conveyed in fee simple to the owners or purchasers other than Declarant of said Lots. Such obligation to pay assessments on said Lots shall be prorated to the date of closing.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the subdivision and for the improvement and maintenance of the canals and channels located within the subdivision; and any other property dedicated to the public within the subdivision which is not being maintained by a public entity.

7.3 Annual Assessment. Each Lot in the subdivision shall be subject to an annual maintenance charge of One Hundred and No/100 (\$100.00) Dollars per Lot, to be paid by the record owner of each Lot on January 1 of the year for which such maintenance charge is due. The Board of Directors of the Association, may increase the amount of such annual assessment by ten (10%) percent above the previous year's annual assessment. By vote of fifty-one (51%) percent of the members who are voting in person or by proxy, at a meeting called for the purpose of increasing the annual assessment, such annual assessment may be increased by more than ten (10%) per annum over the previous year's annual assessment. The Board of Directors of the Association, shall fix the amount of the annual assessment against each Lot at least thirty (30) days before each January 1st. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be March 1 of each calendar year. The Association, shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid.

7.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association, may levee, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of the canals and channels within the subdivision and for any other purposes as may be deemed necessary or desirable by the Board of Directors of the Association, to maintain or improve the subdivision in the manner which it considers to be of the greatest general benefit to the owners and occupants of the subdivision; provided that any such assessment must have the assent of fifty-one (51%) percent of the members who are voting in person or by proxy at a meeting duly called for this purpose.

7.5 Notice and Quorum for Any Action Authorized Under 7.3 and 7.4. Written notice of any meeting called for the purpose of taking any action authorized under 7.3 and 7.4 shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty (50%) percent of all of the members entitled to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

7.7 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 1988, and shall continue each year thereafter for the duration of this Declaration.

7.8 Effect of Nonpayment of Assessments: Remedies. Any assessment not paid on the date when due, shall be immediately delinquent and shall, together with such interest and cost of collection as is hereinafter provided, immediately become a continuing lien on the Lot in question which shall, to the full extent permitted by law, bind such Lot in question in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid with thirty (30) days after the due date, the assessment shall bear interest from the due date at the highest rate allowed by law and the Association, may either (1) bring an action at law against the owner personally obligated to pay, the same, or (2) foreclose the lien against the Lot in question, or (3) both, and, in either event, there shall be added to the amount of such assessment interest as provided and all costs of collection, including reasonable attorney's fees. The lien for assessments herein provided may be foreclosed, without prejudice and subject to all liens for taxes or special assessments levied by the city,

county and state governments or any political subdivision or special district thereof, and liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment becomes due; by the holder thereof in the same manner as either a vendor's lien, or as is provided for foreclosure of a contractual deed of trust lien on real property under Vernon's Annotated Civil Statutes of Texas, Article 3810, or by judicial foreclosure. In the event of foreclosure under Article 3810, the Association, shall be entitled to designate a trustee by instrument recorded in the Office of the County Clerk of San Patricio County, Texas, and upon such recording, such trustee shall, at the request of the Association, give notice of sale as required by Article 3810 and sell such lot, or interest therein, to the highest bidder for cash at the Courthouse door of San Patricio County, Texas, at public vendue and at the time provided in said statute, it being understood that the recitations contained in the Trustee's deed shall be conclusively presumed true and correct. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the canals, channels or any other property dedicated to the public within the subdivision which is not maintained by a public entity or by abandonment of his Lot.

7.9 Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot owner from liability for any assessments thereafter becoming due or from the lien thereof. No extinguishments of the lien shall relieve the delinquent Lot owner from his personal obligation and liability therefor.

7.10 Non-Abatement of Assessments. No diminution or abatement of assessments shall be allowed or claimed for inconveniences or discomfort arising from the making of repairs or improvements to the canals, channels or any other property dedicated to the public within the subdivision which is not being maintained by a public entity, or from any action taken to comply with any Law, ordinance or order of a governmental authority.

7.11 Right to Waive Collection. The Association, shall have the right to waive the collection of the annual fee in the event any governmental authority elects to undertake the maintenance, improvement and repair of the canals, channels or any other property dedicated to the public within the subdivision which is not being maintained by a public entity.

ARTICLE EIGHT

Maintenance

8.1 Canals and Channels. The Association shall improve, maintain, repair and otherwise care for the canals and channels within the subdivision, and any other property dedicated to the public within the subdivision which is not being maintained by a public entity.

8.2 Willful or Negligent Acts. In the event that the need for maintenance or repair is caused through the willful or negligent act of any owner, his family, guests or invitees, the Association, shall add the cost of such maintenance, as a special assessment, to the normal assessment of such owner.

ARTICLE NINE

Right to Annex Additional Properties

9.1 Adding and Removing Property Owned by Declarant. Declarant reserves, and shall at all times have the right, without the consent or approval of any other person, to make additional real property located adjacent to the above subdivision now or hereafter owned by the Declarant subject to this Declaration. However, the Declarant makes no representation or warranty that any such adjacent properties will be annexed to this Declaration or that the development of such adjacent properties will be developed in accordance with the scheme of this Declaration.

9.2 Procedure for Adding Property Owned by Declarant. The additions authorized pursuant to Article 8.1 above shall be effectuated by the recordation in the Deed Records of San Patricio County, Texas, of a Supplementary Declaration of Covenants and Restrictions (the "Supplementary Declaration").

9.3 Contents of Supplementary Declaration. The Supplementary Declaration shall describe the properties to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the property described in the Supplementary Declaration to the scheme of this Declaration and extending the jurisdiction of the Association to cover the property so described in such Supplementary Declaration. The Supplementary Declaration may contain such additions and modifications to the Declaration as may be necessary to

reflect the different character, if any, of the real property being annexed and as are not inconsistent with the general scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and agreements established by this Declaration with regard to any real property subject to the Declaration prior to the recordation of such Supplementary Declaration; provided, however that owners of Lots within the existing subdivision shall, upon recordation of any Supplementary Declaration, have a right and non-exclusive easement of enjoyment in and to the canals and channels described in the plat of the property being annexed. Any Supplementary Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplementary Declaration in accordance with the provisions hereof, the real property described therein shall be subject to the provisions of this Declaration, and the jurisdiction of the Association pursuant to the terms of this Declaration, the By Laws and the Articles of such Association.

ARTICLE TEN

General Provisions

10.1 Term. All covenants and conditions of this Declaration shall run with the Lots in the subdivision subject hereto and shall be binding upon all owners of such Lots and all persons claiming under them for a period of twenty (20) years from the date this Declaration is filed of record in the Deed Records of San Patricio County, Texas; after which time these Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument of termination in writing, executed and acknowledged by eighty-five (85%) percent of the owners of fee title to the Lots in the Addition, is filed of record in the Deed Records of San Patricio County, Texas. The instrument of termination shall be effective to terminate this Declaration at the expiration date of the initial twenty (20) year term if said instrument is filed of record as set forth above during the initial twenty (20) year term, or if such instrument is filed of record as set forth above during any ten (10) year period of extension, this Declaration shall terminate at the end of said ten (10) year period of extension.

10.2 Amendments. This Declaration and any or all of the conditions set out herein may be amended by an instrument of amendment meeting the following requirements: The instrument of amendment shall be in writing and shall be executed and acknowledged by eighty-five (85%) of the owners of fee title of the Lots in the Addition and must be filed of record in the Deed Records of San Patricio County, Texas; provided, however, the Declarant hereby reserves and shall at all times have the right to amend this Declaration without the consent of any other person for the purpose of correcting any typographical or other error in this Declaration. Without limitation, the instrument of amendment may

amend Sections 9.1 and 9.2 hereof. The instrument of amendment shall be deemed to be effective on the date the instrument is filed of record in San Patricio County, Texas. Any amendment to this Declaration shall be binding on all Lots subject hereto and the owners thereof, after the effective date thereof.

10.3 Notices. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid, certified mail, return receipt requested, to the last known address of the person who appears as owner on the records of Declarant or the Association, at the time of such mailing. This Section shall never be deemed to obligate Declarant and/or the Association, to maintain records of addresses or to give notices. It shall be the duty of each owner to keep Declarant and/or the Association, currently advised as to the addresses of such owner.

10.4 Declarant. The term "Declarant" shall mean the above named Declarant, and Declarant's successors and assigns, and shall include any person or entity to which Declarant may assign and/or delegate its rights and privileges, duties and obligations hereunder, which rights and privileges, duties and obligations are and shall be assignable. In this connection, Declarant shall have the right but not the obligation to assign his rights and privileges, duties and obligations, in whole or in part, to any persons, civic group and/or the Committee, or the Association, when formed. Declarant shall be relieved of any and all responsibility under this Declaration if and to the extent Declarant shall make such assignments.

10.5 Severability. In the event that any of the provisions of this Declaration conflict with any other provisions hereof and/or with the applicable plat, the more restrictive provisions shall govern. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been imposed are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses and phrases shall become or be illegal, null or void.

10.6 Enforcement: Right of Repurchase. If any owner of any Lot shall violate or attempt to violate this Declaration or any of the conditions or covenants herein, it shall be lawful for Declarant, the Association, or any owner of any Lot in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate this Declaration or any such conditions or covenants and to prevent such violation or threat of violation and/or to recover damages for such violation or threat of violation, including reasonable attorney's fees and in general to pursue and seek such other remedies and/or relief as may be permitted at law and/or in equity, including, without limitation, specific performance. Without limitation, in order to enhance and protect the value of the Lots described herein, the right to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any conditions either to prevent such violations or to recover damages or other sums for each violation is also expressly reserved to Declarant; however, this Section shall never

be deemed to obligate Declarant to threaten or prosecute any proceeding in law or equity or otherwise enforce this Declaration or the conditions. In the event any purchaser of any Lot or Lots (herein called "Purchaser") or such Purchaser's heirs, legal representatives, successors or assigns has not Commenced Construction (as hereinafter defined) of a permanent residence on such Lot or Lots or fails to complete such construction on each such Lot or Lots or fails to complete such contraction on each such Lot within the periods specified in Section 3.9 hereof, or otherwise breaches any of the terms and provisions of this Declaration, Declarant shall have the right as provided herein to repurchase such Lot(s). The date specified in Section 3.9 shall be extended by the number of days, if any, that Purchaser's construction is delayed by Acts of God and other events beyond the control of Purchaser as reasonably approved in writing by Declarant (such extensions hereinafter referred to collectively as "Excusable Delays"). Purchaser must send to Declarant written notice of any claimed Excusable Delay within five (5) days of any claimed delay and, unless objected to by Declarant within ten (10) days of Declarant's actual receipt of Purchaser's requested delay, shall be deemed approved by Declarant. "Commenced Construction" shall mean site work and footings have been substantially commenced and construction is being diligently pursued thereafter. Declarant shall send to Purchaser notice of its intent to repurchase the Property not later than sixty (60) days after the date Declarant has actual knowledge of a breach by Purchaser (plus the number of days, if any, of Excusable Delays), and the closing shall take place within thirty (30) days after the date of said notice. At such closing, Purchaser or Purchaser's heir, legal representatives, successors or assigns shall convey the Lot(s) to Declarant, free and clear of any encumbrances to which the Lot(s) was not subject in the deed from Declarant to Purchaser. The purchase price to be paid at the closing of the repurchase shall be the purchase price originally paid to Declarant by Purchaser. In the event that Declarant does not exercise Declarant's repurchase option within the prescribed time period, Declarant's repurchase option shall be deemed to automatically expire and be of no further force and effect without the necessity of any formal release thereof; however, if requested by Purchaser, Declarant agrees following the expiration of such repurchase option to execute, acknowledge, and deliver to Purchaser a release of such option. Declarant's repurchase option contained herein shall be superior to all liens, claims, and encumbrances placed on the Lot(s) by Purchaser or Purchaser's heirs, legal representatives, successors or assigns. If Declarant elects to exercise Declarant's right of repurchase, Purchaser or Purchaser's heirs, legal representatives, successors or assigns shall, at its expense, deliver to Declarant on the date of closing of such reconveyance an Owner's Policy of Title Insurance in the amount of the repurchase price covering the Lot(s) and containing no title exceptions except those specified in the deed from Declarant to Purchaser. At such closing, Purchaser or Purchaser's heirs, legal representatives, successors or assigns shall pay its pro rata share of all special assessments against the Lot(s). Ad valorem taxes and general assessments for the calendar year in which the reconveyance occurs shall be prorated on and as of the date of such reconveyance. The provisions of these rights, covenants and restrictions shall be binding upon Purchaser and Purchaser's heirs, legal representatives, successors and assigns, shall be deemed to be covenants running with the Lot(s), and shall be enforceable by actions at law or in equity including, without limitation, specific performance.

10.7 Subordination. The present owners and holders of certain Vendor's Liens and liens of Deeds of Trust covering the Lots do, by the execution of this instrument, join in the above reservations, restrictions, easements and covenants on each and every

Lot therein, and agree that the dedication by the plat of said Lots on record in the office of the County Clerk of San Patricio County, Texas shall continue in full force and effect and be binding upon the undersigned; and the undersigned do by the execution of these covenants, agreements, reservations and easement subordinate their respective Deeds of Trust and Vendor's Liens covering the said subdivision to the restrictions contained herein and on the dedicated plat of said subdivision to the restrictions contained herein and on the dedicated plat of said subdivision.

EXECUTED this the 8th day of April, 1987.

MARINE CREEK ESTATES JOINT VENTURE, A Texas joint venture

By: Marine Creek, Inc., a Texas corporation,
Managing Venturer

By: /s/ S. G. Payte

S. G. Payte, President

APPROVED:

OLNEY SERVICE CORPORATION

By: /s/ David Ickert

David Ickert, President

THE STATE OF TEXAS *

*

COUNTY OF TARRANT *

This instrument was acknowledged before me on the 8th day of April, 1987, by S. G. PAYTE, President of Marine Creek, Inc., a Texas corporation, Managing Venturer of Marine Creek Estates Joint Venture, a Texas joint venture.

/s/ (signature not legible) Notary Public in and for the State of Texas

My commission expires:

7/11/89

THE STATE OF TEXAS *

*

COUNTY OF Young *

This instrument was acknowledged before me on the 30th day of April, 1987, by DAVID ICKERT, President of Olney Service Corporation, a Texas corporation.

/s/ Janell Hubbard Notary Public in and for the State of Texas

My commission expires:

3/29/88

JSG/cmc#D-119

DECLARE1

1st Amended & Restated
Declaration of Covenants & Restrictions

FILE NO. 360030 COMPARED
Marine Creek Estates Joint Venture

To
The Public

FILED FOR RECORD

at 8 o'clock A M

MAY 18 1987

DOTTIE MALEY

CLERK COUNTY COURT SAN PATRICIO CO. TEX

By D. Drachenberg Deputy

D. Drachenberg

Ret: Law, Snakard & Gambiel

3200 Tex. Amer. Bank Bldg

500 Throckmorton St.

Fort Worth, Tex 76102

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO I HEREBY CERTIFY

THAT THIS INSTRUMENT WAS FILED ON THE DAY AND

TIME STAMPED HEREON BY ME AND WAS DULY RECORDED
ON THE 18 DAY OF May 1987, FILE NO. 360030 OF THE REAL

PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS

DOTTIE MALEY COUNTY CLERK By /s/ D. Drachenberg

SAN PATRICIO Deputy COUNTY, TEXAS

D. Drachenberg

EXHIBIT "A"

BEGINNING at the intersection of the southeasterly right-of-way line of the Southern Pacific Railroad and the southwesterly right-of-way line of Goodnight Avenue, also known as State Highway 361;

THENCE along said southwesterly right-of-way line of Goodnight Avenue as follows:

South 57 degrees 30 minutes East, 205.0 feet;

THENCE South 40 degrees 28 minutes 15 seconds East, 73.21 feet to the
beginning of a non-tangent curve to the right;

THENCE around said curve whose radius point bears South 37 degrees 17 minutes
West, 1,850.08 feet and an arc length of 491.35 feet;

THENCE South 37 degrees 30 minutes East, 214.45 feet;

THENCE South 29 degrees 50 minutes 28 seconds East, 90.31 feet to a non- tangent
curve to the left;

THENCE around said curve whose radius point bears North 49 degrees 22 minutes 02
seconds East, 1,905.08 feet and an arc length of 347.05 feet to the centerline of vacated
Ocean Drive;

THENCE South 32 degrees 30 minutes West, 126.84 feet;

THENCE North 57 degrees 30 minutes West, 190.0 feet;

**THENCE South 32 degrees 30 minutes West, 415.0 feet;
THENCE South 57 degrees 30 minutes East, 110.0 feet;**

THENCE south 32 degrees 30 minutes West, 373.0 feet;

THENCE North 57 degrees 30 minutes West, 278.25 feet;

THENCE South 32 degrees 27 minutes 51 seconds West, 1,075.93 feet

**THENCE North 57 degrees 30 minutes West, 449.77 feet to the beginning of a non
tangent curve to the right;**

**THENCE around said curve whose radius point bears North 27 degrees 29 minutes 57
seconds West 50.00 feet and an arc length of 91.63 feet;**

THENCE South 76 degrees 06 minutes 47 seconds West, 126.58 feet;

THENCE south, 32 degrees 30 minutes West, 1,615.0 feet;

**THENCE North 57 degrees 30 minutes west, 401.66 feet to a point in the southeasterly
right-of-way line of the Southern Pacific Railroad;**

**THENCE North 32 degrees 30 minutes East along said right-of-way line, 4,021.0 feet to the
Point of BEGINNING and containing 3,192.613 square feet or 73.292 acres of land;**

SUPPLEMENTARY DECLARATION OF

COVENANTS AND RESTRICTIONS
AFFECTING PELICAN COVE ADDITION PHASE II

STATE OF TEXAS §

§

COUNTY OF SAN PATRICIO §

This Supplementary Declaration (herein so called) made on the 9th day of November, 1993, by MARINE CREEK, INC., a Texas corporation with its offices and principal place of business being located in Fort Worth, Tarrant County, Texas, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Marine Creek Estates Joint Venture, a Texas joint venture ("Original Declarant") previously executed and filed of record under Clerk's File No. 340036, Deed Records and Real Property Records of San Patricio County, Texas a Declaration of Covenants and Restrictions ("Original Declaration") covering the property (hereinafter called "Phase I") described in Exhibit "A", attached hereto and made a part hereof;

WHEREAS, a portion of the lots in Phase I have been replatted pursuant to replats recorded under Clerk's File No. 349017, Envelope A-61, Tube 32-5 and under Clerk's File No. 342432, Envelope A-45, Tube 32-3 Map Records of San Patricio County, Texas;

WHEREAS, Phase I is now described as shown in Exhibit "B", attached hereto and made a part hereof;

WHEREAS, Declarant has previously amended and restated the Original Declaration by that First Amended and Restated Declaration of Covenants and Restrictions ("Restated Declaration") dated April 8, 1987, and recorded under Clerk's File No. 360030, Deed Records and Real Property Records of San Patricio County, Texas;

WHEREAS, Original Declarant has sold, transferred, assigned and conveyed to

Declarant all of Original Declarant's rights, titles and interests in and to the Original Declaration and the Restated Declaration;

WHEREAS, Declarant is the owner of the real property (hereinafter called "Phase II") situated in San Patricio County, Texas, described on Exhibit "C", attached hereto and made a part hereof, and has subdivided such property into lots and blocks with intervening streets, avenues, drives, channels and easements for drainage and utility facilities, and has dedicated such streets, avenues, drives, channels and easements as set forth on the map or plat of such subdivision recorded in Envelope A-88, Tube 24-1, Map Records, San Patricio County, Texas; and

WHEREAS, pursuant to Article Nine of the Restated Declaration, Declarant desires to make Phase II located adjacent to Phase I subject to the Restated Declaration and is entering into this Supplementary Declaration for such purpose.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon Phase II the reservations, easements, restrictions, covenants and conditions set forth in the Restated Declaration as now or hereafter amended, modified or restated, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the lots in Phase II, which reservations, easements, covenants, restrictions and conditions shall run with the land of Phase II and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

This Supplementary Declaration is being made pursuant to the terms of the Restated Declaration for the purpose of annexing Phase II to the scheme of the Declaration as now or hereafter amended, modified or restated and extending the jurisdiction of the Association (as such term is defined in the Restated Declaration) to cover the real property contained within Phase II. Phase II shall be subject to (i) the provisions of the Restated Declaration as now or hereafter amended, modified or restated, (ii) the jurisdiction of the Association pursuant to the terms thereof, (iii) the By-Laws of the Association as now or hereafter amended, modified or restated and (iv) the Articles of the Association as now or hereafter amended, modified or restated.

This Supplementary Declaration shall be recorded in the Deed Records and Real Property Records of San Patricio County, Texas.

Executed as of the day, month and year first above written.

MARINE CREEK, INC.,

a Texas corporation

By: /s/ S. G. Payte

S. G. Payte, President

STATE OF TEXAS §

§

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 9 day of November, 1993, by S. G. Payte, President of Marine Creek, Inc., a Texas corporation, on behalf of said corporation.

/s/ Tammy R. Gomas

Notary Public, State of Texas My Commission Expires: Printed Name of

Notary: 10-16-94 Tammy R. Gomas

EXHIBIT "A"

Lots 1 through 12, Block 1, Lots 1 through 16, Block 2, Lots 1 through 16, Block 3, and Lots 1 through 9, Block 4, Pelican Cove Addition Phase I according to the map or plat of such subdivision recorded on May 2, 1985, in Envelope A, Map Records of San Patricio County, Texas.

EXHIBIT "B"

Lots 1R-A through 14R-A, Block 1, Lots 1 through 5, Block 2, Lots 6-R through 11- R, Block 2, Lots 12 through 16, Block 2, Lots 1 through 5, Block 3, Lots 6-R through 11-R, Block 3, Lots 12 through 16, Block 3, Lots 1 through 5, Block 4, Lots 6-R through 9-R, Block 4, Pelican Cove Addition Phase I according to the map or plats of such subdivision recorded under Clerk's File No. 337992, Envelope A-35, Tube 32-1, Clerk's File No. 349017, Envelope A-61, Tube 32-5, and Clerk's File No. 342432, Envelope A-45, Tube 32-3, Map Records of San Patricio County, Texas.

EXHIBIT "C"

Lots 10 through 16, Block 4, Lots 1 through 16, Block 5, Lots 1 through 16, Block 6, Lots 1 through 17, Block 7, Lots 1 through 28, Block 10, Lots 1 through 36, Block 11, Lots 1 through 22, block 12, Pelican Cove Addition Phase II, City of Aransas Pass, San Patricio County, Texas, according to the map or plat recorded in Clerk's File No. 367408, Envelope A-88, Tube 24-1, Map Records, San Patricio County, Texas.

FILE NO. 417977

COMPARED SUPPLEMENTARY DECLARATION OF

COVENANTS AND RESTRICTIONS

AFFECTING PELICAN COVE ADDTION PHASE II

MARINE CREEK, INC.

TO

THE PUBLIC

FILED FOR RECORD

at 11:00 o'clock A M

NOV 12 1993

DOTTIE MALEY

CLERK COUNTY COURT SAN PATRICIO CO. TEX

By /s/Karen Land Deputy

Karen Land

RETURN TO:

SAN PATRICIO TITLE COMPANY

P. O. BOX 1026

PORTLAND, TEXAS 78374

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO I HEREBY CERTIFY

THAT THIS INSTRUMENT WAS FILED ON THE DAY AND

TIME STAMPED HEREON BY ME AND WAS DULY RECORDED

ON THE 12 DAY OF November 1993, FILE NO. 417977 OF THE
REAL PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS

DOTTIE MALEY COUNTY CLERK By /s/ Karen Land SAN PATRICIO

Deputy COUNTY, TEXAS Karen Land

AMENDMENT TO FIRST AMENDED

AND RESTATED DECLARATION OF COVENANTS

AND RESTRICTIONS OF PELICAN COVE

ADDITION PHASE I AND II

STATE OF TEXAS §

§

COUNTY OF SAN PATRICIO §

This Amendment ("Amendment") is made as of the 9th day of November, 1993, by MARINE CREEK, INC., a Texas Corporation, with its offices and principal place of business being located in Fort Worth, Tarrant County, Texas, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Marine Creek Estates Joint Venture, a Texas joint venture ("Original Declarant") previously executed and filed of record under Clerk's File No. 340036, Deed Records and Real Property Records of San Patricio County, Texas a Declaration of Covenants and Restrictions ("Original Declaration") covering the real property described in Exhibit "A", attached hereto and made a part hereof (hereinafter called "Phase I");

WHEREAS, a portion of the lots in Phase I have been replatted pursuant to replats recorded under Clerk's File No. 349017, Envelope A-61, Tube 32-5 and under Clerks File No. 342432, Envelope A-45, Tube 32-3 Map Records of San Patricio County, Texas'

WHEREAS, Phase I is now described as shown on Exhibit "B", attached hereto and made a part hereof;

WHEREAS, the Original Declaration was amended and restated by that certain First Amended and Restated Declaration of Covenants and Restrictions ("Restated Declaration") dated April 8, 1987 and recorded under Clerk's File No. 360030, Deed Records of San Patricio County, Texas covering Phase I;

WHEREAS, Original Declarant has sold, transferred, assigned and conveyed to Declarant all of Original Declarant's rights, titles and interests in the Original Declaration and the Restated Declaration;

WHEREAS, Declarant previously executed and filed of record under Clerk's File No. 417977 Deed Records and Real Property Records of San Patricio County, Texas a Supplementary Declaration (herein so called) adding the real property described in Exhibit "C", attached hereto and made a part hereof (hereinafter called "Phase II") to the real property covered by the Restated Declaration;

WHEREAS, the Restated Declaration and the Supplementary Declaration are hereinafter referred to collectively as the "Declaration"; and

WHEREAS, it is the desire of Declarant to make certain amendments to the Declaration and Declarant is entering into and recording this Amendment for such purpose.

NOW, THEREFORE, Declarant hereby states as follows:

1. The recitals referred to above are true and correct and are incorporated into this Amendment for all purposes.

2. The terms, conditions and provisions of this Amendment shall control over any inconsistent terms, conditions and provisions contained in the Declaration.

3. The Architectural Control Committee ("Committee") shall contain not less one (1) nor more than four (4) members who may either be persons or business entities. All members of the Committee shall be appointed by Declarant until such time, if ever, that Declarant transfers such power of appointment of the members of the Committee to the Canal Owner's Association pursuant to Section 2.8 of the Restated Declaration. Declarant shall have the right to remove any or all members of the Committee with or without cause, and Declarant may appoint successor members until such time, if ever, that Declarant transfers such powers to the Canal Owner's Association.

4. The following is hereby added to Section 3.6 of the Restated Declaration:

"All spaces and areas, if any, located under the floor surface of all buildings must be enclosed or screened at all times in a manner acceptable to the Committee."

5. The sentence contained in Section 3.16 reading as follows: "No boat lifts shall be built in the channels." Is hereby deleted and is hereby replaced with: "No boat lifts shall be built in the channels without the Committee's prior written consent."

6. The reference in Article 9.2 of the Restated Declaration to Article 8.1 is hereby deleted and replaced with a reference to Article 9.1.

7. Except as amended hereby, the Declaration is unchanged. The Declaration is hereby ratified and affirmed, as amended hereby, as valid and subsisting.

Executed as of the day, month and year first above written.

MARINE CREEK, INC.,

a Texas corporation

**By: /s/ S. G. Payte
S. G. Payte, President**

STATE OF TEXAS §

§

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 9 day of November, 1993, by S. G. Payte, President of Marine Creek, Inc., a Texas corporation, on behalf of said corporation.

/s/ Tammy R. Gomas Notary Public, State of Texas

My Commission Expires: Printed Name of Notary: 10-16-94 Tammy R.

Gomas

H:\DOCS3\P4374\001\7044.1

Exhibit "A"

Lots 1 through 12, Block 1, Lots 1 through 16, Block 2, Lots 1 through 16, Block 3 and Lots 1 through 9, Block 4, Pelican Cove Addition Phase I according to the map or plat of such subdivision recorded on May 2, 1985, in Envelope A, Map Records of San Patricio County, Texas.

EXHIBIT "B"

Lots 1R-A through 14R-A, Block 1, Lots 1 through 5, Block 2, Lots 6-R through 11- R, Block 2, Lots 12 through 16, Block 2, Lots 1 through 5, Block 3, Lots 6-R through 11-R,

Block 3, Lots 12 through 16, Block 3, Lots 1 through 5, Block 4, Lots 6-R through 9-R, Block 4, Pelican Cove Addition Phase I according to the map or plats of such subdivision recorded under Clerk's File No. 337992, Envelope A-35, Tube 32-1, Clerk's File No. 349017, Envelope A-61, Tube 32-5, and Clerk's File No. 342432, Envelope A-45, Tube 32-3, Map Records of San Patricio County, Texas.

EXHIBIT "C"

Lots 10 through 16, Block 4, Lots 1 through 16, Block 5, Lots 1 through 16, Block 6, Lots 1 through 17, Block 7, Lots 1 through 28, Block 10, Lots 1 through 36, Block 11, Lots 1 through 22, Block 12, Pelican Cove Addition Phase II, City of Aransas Pass, San Patricio County, Texas, according to the map or plat recorded in Clerk's File No. 367408, Envelope A-88, Tube 24-1, Map Records, San Patricio County, Texas.

SUPPLEMENTARY DECLARATION OF

COVENANTS AND RESTRICTIONS

AFFECTING PELICAN COVE ADDTION PHASE II

MARINE CREEK, INC.

TO

THE PUBLIC

FILE NO. 417978

COMPARED

FILED FOR RECORD at 11:00 o'clock A M NOV 12 1993 DOTTIE

MALEY CLERK COUNTY COURT SAN PATRICIO CO.,TEX

By /s/ Karen Land Deputy

Karen Land

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO I HEREBY CERTIFY

THAT THIS INSTRUMENT WAS FILED ON THE DAY AND

TIME STAMPED HEREON BY ME AND WAS DULY RECORDED

ON THE 12 DAY OF November 1993, FILE NO. 417978 OF THE
REAL PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS

DOTTIE MALEY

COUNTY CLERK

By /s/ Karen Land SAN PATRICIO

Deputy COUNTY, TEXAS

Karen Land

RETURN TO:

SAN PATRICIO TITLE COMPANY

P. O. BOX 1026

PORTLAND, TEXAS 78374

**SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS
AFFECTING PELICAN COVE ADDITION**

STATE OF TEXAS §

§

COUNTY OF SAN PATRICIO §

This Supplementary Declaration (herein so called) made on the 28th day of February, 1994, by MARINE CREEK, INC., a Texas corporation with its offices and principal place of business being located in Fort Worth, Tarrant County, Texas, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Marine Creek Estates Joint Venture, a Texas joint venture ("Original Declarant") previously executed and filed of record under Clerk's File No. 340036, Deed Records and Real Property Records of San Patricio County, Texas a Declaration of Covenants and Restrictions ("Original Declaration") covering the property (hereinafter called "Phase I") described in Exhibit "A", attached hereto and made a party hereof;

WHEREAS, a portion of the lots in Phase I have been replatted pursuant to replats recorded under Clerk's File No. 349017, Envelope A-61, Tube 32-5 and under Clerk's File No. 342432, Envelope A-45, Tube 32-3 Map Records of San Patricio County, Texas;

WHEREAS, prior to the recordation of this Supplementary Declaration, Phase I was described as shown in Exhibit "B" attached hereto and made a part hereof;

WHEREAS, the Original Declaration was amended and restated by that certain First Amended and Restated Declaration of Covenants and Restrictions ("Restated Declaration") dated April 8, 1987, and recorded under Clerk's File No. 360030, Deed Records and Real Property Records of San Patricio County, Texas;

WHEREAS, Original Declarant has sold, transferred, assigned and conveyed to Declarant all of Original Declarant's rights, titles and interest in and to the Original Declaration and the Restated Declaration;

WHEREAS, by Supplementary Declaration of Covenants and Restrictions dated November 9, 1993, Declarant added to the real property subject to the Restated Declaration the real property described in Exhibit "C", attached hereto and made a part hereof, which Supplementary Declaration is recorded under Clerk's File No. 417977, Deed Records and Real Property Records of San Patricio County, Texas;

WHEREAS, by Amendment to First Amended and Restated Declaration of Covenants and Restrictions of Pelican Cove Addition Phase I and II ("Amendment to Restated Declaration") dated November 9, 1993, and recorded under Clerk's File No. 417978, Deed Records and Real Property Records of San Patricio County, Texas, Declarant amended the Restated Declaration;

WHEREAS, the Restated Declaration and the Amendment to Restated Declaration are hereinafter collectively referred to as the "Amended Restated Declaration";

WHEREAS, Declarant is the owner of the real property (hereinafter called "Phase I Additional Lots") situated in San Patricio County, Texas, described on Exhibit "D", attached hereto and made a part hereof, and has subdivided such property into lots and blocks with intervening streets, avenues, drives, channels and easements for drainage and utility facilities, and has dedicated such streets, avenues, drives, channels and easements as set forth on the map or plat of such subdivision recorded in Envelope A-128 and A-129, Tube 30-1, Map Records, San Patricio County, Texas; and

WHEREAS, pursuant to Article Nine of the Amended Restated Declaration, Declarant desires to make the Phase I Additional Lots subject to the Amended Restated Declaration (except as specified below) and is entering into this Supplementary Declaration for such purpose.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Phase I Additional Lots the reservations, easements, restrictions, covenants and conditions set forth in the amended Restated Declaration (except as specified below) as now or hereafter amended, modified or restated, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Phase I Additional Lots, which reservations, easements, covenants, restrictions and conditions shall run with the Land of the Phase I Additional Lots and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

Notwithstanding anything to the contrary contained in this Supplementary Declaration, or in the Amended Restated Declaration, any single-family dwelling constructed on a Lot in the Phase I Additional Lots must have a main floor living area of not less than two thousand (2,000) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages, unless adjusted or waived by the Committee (as such term is defined in the Amended Restated Declaration).

This Supplementary Declaration is being made pursuant to the terms of the Amended Restated Declaration for the purpose of annexing the Phase I Additional Lots to the scheme of the Amended Restated Declaration (except as specified above) as now or hereafter amended, modified or restated and extending the jurisdiction of the Association (as such term is defined in the Amended Restated Declaration) to cover the real property contained within the Phase I Additional Lots. The Phase I Additional Lots shall be subject to (i) the provisions of the Amended Restated Declaration (except as specified above) as now or hereafter amended, modified or restated, (ii) the jurisdiction of the Association pursuant to the terms thereof, (iii) the By-Laws of the Association as now or hereafter amended, modified or restated and (iv) the Articles of Incorporation of the Association as now or hereafter amended, modified or restated.

This Supplementary Declaration shall be recorded in the Deed Records and Real Property Records of San Patricio County, Texas.

Executed as of the day, month and year first above written.

MARINE CREEK, INC.,

a Texas corporation

By: /s/ S. G. Payte

S. T. Payte, President

STATE OF TEXAS §

§

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 2nd day of March, 1994, by S. G. Payte, President of Marine Creek, Inc., a Texas corporation, on behalf of said corporation.

/s/ Chrisie Allen

Notary Public, State of Texas My Commission Expires Printed Name of

Notary: 11-03-1997 Chrisie Allen

H:\DOCS3\IP4374\001\7045.1

EXHIBIT "A"

Lots 1 through 12, Block 1, Lots 1 through 16, Block 2, Lots 1 through 16, Block 3, and Lots 1 through 9, Block 4, Pelican Cove Addition Phase I according to the map or plat of such subdivision recorded on May 2, 1985, in Envelope A, Map Records of San Patricio

County, Texas.

EXHIBIT "B"

Lots 1R-A through 14R-A, Block 1, Lots 1 through 5, Block 2, Lots 6-R through 11- R, Block 2, Lots 12 through 16, Block 2, Lots 1 through 5, Block 3, Lots 6-R through 11-R, Block 3, Lots 12 through 16, Block 3, Lots 1 through 5, Block 4, Lots 6-R through 9-R, Block 4, Pelican Cove Addition Phase I according to the map or plats of such subdivision recorded under Clerk's File No. 337992, Envelope A-35, Tube 32-1, Clerk's File No. 349017, Envelope A-61, Tube 32-5, and Clerk's File No. 342432, Envelope A-45, Tube 32-3, Map Records of San Patricio County, Texas.

EXHIBIT "C"

Lots 10 through 16, Block 4, Lots 1 through 16, Block 5, Lots 1 through 16, Block 6, Lots 1 through 17, Block 7, Lots 1 through 28, Block 10, Lots 1 through 36, Block 11, Lots 1 through 22, Block 12, Pelican Cove Addition Phase II, City of Aransas Pass, San Patricio County, Texas, according to the map or plat recorded in Clerk's File No. 367408, Envelope A-88, Tube 24-1, Map Records, San Patricio County, Texas.

EXHIBIT "D"

Lots 1R through 10R, Block 8, Pelican Cove Addition Phase I, City of Aransas Pass, San Patricio County, Texas, according to the map or plat recorded in Clerk's File No. 419560, Envelope A-128 and A-129, Tube 30-1, Map Records, San Patricio County, Texas.

**FILE NO. 420646
COMPARED**

FILED FOR RECORD

at 12:05 o'clock P M

MAR 4 1994

DOTTIE MALEY

CLERK COUNTY COURT SAN PATRICIO CO. TEX

By /s/Karen Land Deputy

Karen Land

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO I HEREBY CERTIFY

THAT THIS INSTRUMENT WAS FILED ON THE DAY AND

TIME STAMPED HEREON BY ME AND WAS DULY RECORDED

ON THE 4 DAY OF May 1994, FILE NO. 420646 OF THE REAL
PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS

DOTTIE MALEY COUNTY CLERK By /s/ Karen Land SAN PATRICIO

Deputy COUNTY, TEXAS
Karen Land

San Patricio Title Co.

P. O. Box 1026

Portland, Texas 78374

AMENDMENT TO FIRST AMENDED

AND RESTATED DECLARATION OF COVENANTS

AND RESTRUCTIONS OF PELICAN COVE

ADDITION PHASE I AND II

STATE OF TEXAS §

§

COUNTY OF SAN PATRICIO §

This Amendment ("Amendment") is made as of the 13 day of July, 1995, by MARINE CREEK, INC., a Texas corporation, with its offices and principal place of business being located in Fort Worth, Tarrant County, Texas, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Marine Creek Estates Joint Venture, a Texas joint venture ("Original Declarant") previously executed and filed of record under Clerk's File No. 340036, Deed Records and Real Property Records of San Patricio County, Texas a Declaration of Covenants and Restrictions ("Original Declaration") covering the real property described in Exhibit "A", attached hereto and made a part hereof (hereinafter called "Phase I");

WHEREAS, a portion of the lots in Phase I have been replatted pursuant to replats recorded under Clerk's File No. 349017, Envelope A-61, Tube 32-5 and under Clerk's File No. 342432, Envelope A-45, Tube 32-3 Map Records of San Patricio County, Texas;

WHEREAS, Phase I is now described as shown in Exhibit "B", attached hereto and made a part hereof;

WHEREAS, the Original Declaration was amended and restated by that certain First Amended and Restated Declaration of Covenants and Restrictions ("Restated Declaration") dated April 8, 1987 and recorded under Clerk's File No. 360030, Deed Records and Real Property Records of San Patricio County, Texas covering Phase I;

WHEREAS, Original Declarant has sold, transferred, assigned and conveyed to Declarant all of Original Declarant's rights, titles and interests in and to the original Declaration and the Restated Declaration;

WHEREAS, Declarant previously executed and filed of record under Clerk's File No. 417977 Deed Records and Real Property Records of San Patricio County, Texas a Supplementary Declaration (herein so called) adding the real property described in Exhibit "C", attached hereto and made a part hereof (hereinafter called "Phase II") to the real property covered by the Restated Declaration;

WHEREAS, Declarant previously executed and filed of record under Clerk's File No. 420646 Deed Records and Real Property Records of San Patricio County, Texas a Supplementary Declaration of Covenants and Restrictions ("Second Supplement") adding the real property described in Exhibit "D", attached hereto and made a part hereof ("Phase I Additional Lots") to the real property covered by the Restated Declaration;

WHEREAS, the Restated Declaration and the Supplementary Declaration were amended by that certain Amendment to First Amended and Restated Declaration of Covenants and Restrictions ("First Amendment") dated as of November 9, 1993, and recorded under Clerk's File No. 417978 Deed Records and Real Property Records of San Patricio County, Texas;

WHEREAS, the Restated Declaration, the Supplementary Declaration, the Second Supplement and the First Amendment are hereinafter referred to collectively as the "Declaration"; and

WHEREAS, it is the desire of Declarant to make certain amendments to the Declaration and Declarant is entering into and recording this Amendment for such purpose.

NOW, THEREFORE, Declarant hereby states as follows:

1. The recitals referred to above are true and correct and are incorporated into this Amendment for all purposes.

2. The terms, conditions and provisions of this Amendment shall control over any inconsistent terms, conditions and provisions contained in the Declaration.

3. The following is added to Section 3.16 of the Restated Declaration:

“For purposes of this Section 3.16, Lots 1R through 6R, Block 8 and Lots 1RA through 6RA, Block 1 of the Addition are hereinafter referred to collectively as the “A Lots” and Lots 10 through 17, Block 7 and Lots 14 through 22, Block 12 of the Addition are hereinafter referred to collectively as the “B Lots”. Notwithstanding anything to the contrary contained in Section 3.16, no boat, watercraft, dock, davit, pier, lift, walkway or other structure may extend more than sixty (60’) feet from the bulkhead of any of the A Lots into the adjacent channel nor more than forty (40’) feet from the bulkhead of any of the B Lots into the adjacent channel. With regard to Lot 6RA, Block 1, Lot 10, Block 7 and Lot 14, Block 12, no boat, watercraft, dock, davit, pier, lift, walkway or other structure may extend more than twenty-five (25’) feet from the bulkhead on the northernmost side of such Lots into the 110’ wide channel adjacent to such Lots.”

4. Except as amended hereby, the Declaration is unchanged. The Declaration is hereby ratified and affirmed, as amended hereby, as valid and subsisting.

**Executed as of the day, month and year first above written.
MARINE CREEK, INC. a Texas corporation**

By: /s/ S. G. Payte

S. G. Payte, President

STATE OF TEXAS §

§

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 13th day of July, 1995, by S. G. Payte, President of Marine Creek, Inc., a Texas corporation, on behalf of said corporation.

/s/ Henrietta P. Freeman Notary Public, State of Texas

My Commission Expires: Printed Name of Notary: 01-06-99 Henrietta P.

Freeman

Overton Bank and Trust ("Bank"), the holder of a deed of trust lien on portions of the real property described above, is executing this Amendment for the sole purpose of consenting to this Amendment.

OVERTON BANK AND TRUST

By: /s/ Scott F. Cook Printed Name: Scott F. Cook Title: Sr. Vice President

STATE OF TEXAS §

§

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 13th day of July, 1995, by Scott F. Cook, S.V.P. of Overton Bank and Trust, a state banking association, on behalf of said corporation.

/s/ Joan K. Wright Notary Public, State of Texas

My Commission Expires: Printed Name of Notary: 8-6-97 Joan K. Wright

H:\DOCS3\JSG\001\34934.1

EXHIBIT "A"

Lots 1 through 12, Block 1, Lots 1 through 16, Block 2, Lots 1 through 16, Block 3, and Lots 1 through 9, Block 4, Pelican Cove Addition Phase I according to the map or plat of such subdivision recorded on May 2, 1985, in Envelope A, Map Records of San Patricio County, Texas.

EXHIBIT "B"

Lots 1R-A through 14R-A, Block 1, Lots 1 through 5, Block 2, Lots 6-R through 11- R, Block 2, Lots 12 through 16, Block 2, Lots 1 through 5, Block 3, Lots 6-R through 11-R, Block 3, Lots 12 through 16, Block 3, Lots 1 through 5, Block 4, Lots 6-R through 9-R, Block 4, Pelican Cove Addition Phase I according to the map or plats of such subdivision

recorded under Clerk's File No. 337992, Envelope A-35, Tube 32-1, Clerk's File No. 349017, Envelope A-61, Tube 32-5, and Clerk's File No. 342432, Envelope A-45, Tube 32-3, Map Records of San Patricio County, Texas.

EXHIBIT "C"

Lots 10 through 16, Block 4, Lots 1 through 16, Block 5, Lots 1 through 16, Block 6, Lots 1 through 17, Block 7, Lots 1 through 28, Block 10, Lots 1 through 36, Block 11, Lots 1 through 22, Block 12, Pelican Cove Addition Phase II, City of Aransas Pass, San Patricio County, Texas, according to the map or plat recorded in Clerk's File No. 367408, Envelope A-88, Tube 24-1, Map Records, San Patricio County, Texas.

EXHIBIT "D"

Lots 1R through 10R, Block 8, Pelican Cove Addition Phase I, City of Aransas Pass, San Patricio County, Texas, according to the map or plat recorded in Clerk's File No. 419560, Envelope A-128 and A-129, Tube 30-1, Map Records, San Patricio County, Texas.

FILE NO. **433630**

COMPARED

RETURN TO: **FILED FOR RECORD** at 11:30 o'clock A M SAN PATRICIO TITLE CO.

901 Market St. JUL 21 1995 Portland, TX 78374

GF# 2143 DOTTIE MALEY CLERK COUNTY COURT SAN PATRICIO CO., TEX

By /s/ Jane Brelsford Deputy Jane Brelsford

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO I HEREBY CERTIFY

THAT THIS INSTRUMENT WAS FILED ON THE DAY AND

TIME STAMPED HEREON BY ME AND WAS DULY RECORDED

ON THE 21 DAY OF July 1995, FILE NO. **433630** OF THE REAL

PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS

DOTTIE MALEY

COUNTY CLERK

By /s/ Jane Brelsford SAN PATRICIO

Deputy COUNTY, TEXAS

Jane Brelsford

AMENDMENT OF ARCHITECTURAL CONTROL COMMITTEE FEES

STATE OF TEXAS §

§

COUNTY OF SAN PATRICIO §

The undersigned, being the present sole member of the Architectural Control Committee ("Committee") of the Pelican Cove Addition Phase I and Phase II, San Patricio County, Texas, created pursuant to Article Two of the First Amended and Restated Declaration of Covenants and Restrictions ("Original Declaration") affecting the Pelican Cove Addition Phase I recorded under Clerk's File No. 340036, Deed Records and Real Property Records of San Patricio County, Texas, and as amended by First Amended and Restated Declaration of Covenants and Restrictions ("Restated Declaration") dated April 8, 1987, and recorded under Clerk's File No. 360030, Deed Records and Real Property Records of San Patricio County, Texas, and as supplemented by Supplementary Declaration of Covenants and Restrictions affecting Pelican Cove Addition dated February 28, 1994, and recorded under Clerk's File No. 420646, Deed Records and Real Property Records of San Patricio County, Texas, and as supplemented by Supplementary Declaration of Covenants and Restrictions affecting Pelican Cove Addition Phase II dated November 9, 1993, and recorded under Clerk's File No. 417977, Deed Records and Real Property Records of San Patricio County, Texas and as amended by Amendment to First Amended and Restated Declaration of Covenants and Restrictions of Pelican Cove Addition Phase I and II dated November 9, 1993, and recorded under Clerk's File No. 417978, Deed and Real Property Records of San Patricio County, Texas, and as amended by Amendment to First Amended and Restated Declaration of Covenants and Restrictions of Pelican Cove Addition Phase I and II dated July 13, 1995, and recorded under Clerk's File No. 433630, Deed Records and Real property Records of San Patricio County, Texas.

Pursuant to Section 2.6 of the Original Declaration, the Committee is hereby changing the fees to be charged by the Committee from \$100.00 for any housing structure to \$200.00 and from \$25.00 for any minor structure such as, but not limited to, boat docks, to \$50.00.

Executed this 7th day of August, 1996, to be effective upon such date.
/s/ S. G. Payte

S. G. PAYTE

STATE OF TEXAS §

§

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 7th day of August, 1996,

by S. G. PAYTE.

/s/ Henrietta P. Freeman My Commission Expires: Printed name of Notary:

01-06-99 Henrietta P. Freeman H:\DOCS3\PR374\001\52266.1

THE STATE OF TEXAS

COUNTY OF SAN PATRICIO I HEREBY CERTIFY

THAT THIS INSTRUMENT WAS FILED ON THE DAY AND

TIME STAMPED HEREON BY ME AND WAS DULY RECORDED

ON THE 9 DAY OF AUG 1996, FILE NO. 444097 OF THE REAL FILE NO. 444097 COMPARED PROPERTY
RECORDS OF SAN PATRICIO COUNTY, TEXAS

DOTTIE MALEY

COUNTY CLERK

By /s/ Jane Brelsford SAN PATRICIO

Deputy COUNTY, TEXAS

Jane Brelsford

FILED FOR RECORD

at 4:35 o'clock P M

AUG 9 1996

DOTTIE MALEY CLERK COUNTY COURT SAN PATRICIO CO.,TEX

By /s/ Jane Brelsford Deputy Jane Brelsford

Return to:

San Patricio Title Co.

901 Market St.

Portland, Tx 78374

GF#

Filed for Record 9th Day of August 1996 at 4:35 P M

Compared 12th Day of August 1996 at 4:00 P M

Real Property File Number 444097

Dottie Maley, County Clerk

San Patricio County, Texas

By /s/ Michelle Ring, Deputy

SUPPLEMENTARY DECLARATION OF

COVENANTS AND RESTRICTIONS

AFFECTING PELICAN COVE ADDITION

STATE OF TEXAS §

§

COUNTY OF SAN PATRICIO §

This Supplementary Declaration (herein so called) made on the 21 day of July, 1997, by MARINE CREEK, INC., A Texas corporation with its offices and principal place of business being located in Fort Worth, Tarrant County, Texas, hereinafter referred to as

“Declarant.”

WITNESSETH:

WHEREAS, Marine Creek Estates Joint Venture, a Texas joint venture (“Original Declarant”) previously executed and filed of record under Clerk’s File No. 340036, Deed Records and Real Property Records of San Patricio County, Texas a Declaration of Covenants and Restrictions (“Original Declaration”) covering the property (hereinafter called “Phase I”) described in Exhibit “A”, attached hereto and made a part hereof.

WHEREAS a portion of the lots in Phase I have been replatted pursuant to replats recorded under Clerk’s File No. 349017, Envelope A-61, Tube 32-5 and under Clerk’s File No. 342432, Envelope A-45, Tube 32-3 Map Records of San Patricio County, Texas;

WHEREAS, prior to the recordation of this Supplementary Declaration, Phase I was described as shown in Exhibit “B”, attached hereto and made a part hereof;

WHEREAS, the Original Declaration was amended and restated by that certain First Amended and Restated Declaration of Covenants and Restrictions (“Restated Declaration”) dated April 8, 1987, and recorded under Clerk’s File No. 360030, Deed Records and Real Property Records of San Patricio, Texas;

WHEREAS, Original Declarant has sold, transferred, assigned and conveyed to Declarant all of Original Declarant’s rights, titles and interests in and to the Original Declaration and the Restated Declaration;

WHEREAS, by Supplementary Declaration of Covenants and Restrictions dated November 9, 1993, Declarant added to the real property subject to the Restated Declaration the real property described in Exhibit “C”, attached hereto and made a part hereof, which Supplementary Declaration is recorded under Clerk’s File No. 417977, Deed Records and Real Property Records of San Patricio County, Texas;

WHEREAS, by Amendment to First Amended and Restated Declaration of Covenants and Restrictions of Pelican Cove Addition Phase I and II (“Amendment to Restated Declaration”) dated November 9, 1993, and recorded under Clerk’s File No. 417978, Deed Records and Real Property Records of San Patricio County, Texas, Declarant amended the Restated Declaration;

WHEREAS, by Supplementary Declaration of Covenants and Restrictions dated February 28, 1994, Declarant added to the real property subject to the Restated Declaration the real property described in Exhibit "D", attached hereto and made a part hereof, which Supplementary Declaration is recorded under Clerk's File No. 420648, Deed Records and Real Property Records, San Patricio County, Texas;

WHEREAS, the Restated Declaration and the Amendment to Restated Declaration are hereinafter collectively referred to as the "Amended Restated Declaration";

WHEREAS, Declarant is the owner of the real property (hereinafter called "Additional Lots") situated in San Patricio County, Texas, described on Exhibit "E", attached hereto and made a part hereof, and has subdivided such property into lots and blocks with intervening streets, avenues, drives, channels and easements for drainage and utility facilities, and has dedicated such streets, avenues, drives, channels and easements as set forth on the map or plat of such subdivision recorded in Envelope A-203 and A-204, Tube 26-5, Map Records, San Patricio County, Texas; and

WHEREAS, pursuant to Article Nine of the Amended Restated Declaration, Declarant desires to make the Additional Lots subject to the Amended Restated Declaration (except as specified below) and is entering into this Supplementary Declaration for such purpose.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Additional Lots the reservations, easements, restrictions, covenants and conditions set forth in the Amended Restated Declaration (except as specified below) as now or hereafter amended, modified or restated, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Additional Lots, which reservations, easements, covenants, restrictions and conditions shall run with the land of the Additional Lots and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

Notwithstanding anything to the contrary contained in this Supplementary Declaration, or in the Amended Restated Declaration, any single-family dwelling constructed on a Lot in the Additional Lots must have a main floor living area of not less than two thousand (2,000) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and garages, unless adjusted or waived by the Committee (as such term is defined in the Amended Restated Declaration).

This Supplementary Declaration is being made pursuant to the terms of the Amended Restated Declaration for the purpose of annexing the Additional Lots to the scheme of the Amended Restated Declaration (except as specified above) as now or hereafter

amended, modified or restated and extending the jurisdiction of the Association (as such term is defined in the Amended Restated Declaration) to cover the real property contained within the Additional Lots. The Additional Lots shall be subject to (i) the provisions of the Amended Restated Declaration (except as specified above) as now or hereafter amended, modified or restated, (ii) the jurisdiction of the Association pursuant to the terms thereof, (iii) the By-Laws of the Association as now or hereafter amended, modified or restated and (iv) the Articles of Incorporation of the Association as now or hereafter amended, modified or restated.

This Supplementary Declaration shall be recorded in the Deed Records and Real Property Records of San Patricio County, Texas.

Executed as of the day, month and year first above written.
MARINE CREEK, INC., a Texas corporation

By: /s/ S. G. Payte S. G. Payte, President STATE OF TEXAS §

§

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on the 21 day of July, 1997, by S. G. Payte, President of Marine Creek, Inc., a Texas corporation, on behalf of said corporation.

/s/ Anna Robertson Notary Public, State of Texas

My Commission Expires: Printed Name of Notary: 1-31-98 Anna Robertson

H:\DOCS3\IP4374\001\67723.1

EXHIBIT "A"

Lots 1 through 12, Block 1, Lots 1 through 16, Block 2, Lots 1 through 16, Block 3, and

Lots 1 through 9, Block 4, Pelican Cove Addition Phase I according to the map or plat of such subdivision recorded on May 2, 1985, in Envelope A, Map Records of San Patricio County, Texas.

EXHIBIT "B"

Lots 1R-A through 14R-A, Block 1, Lots 1 through 5, Block 2, Lots 6-R through 11- R, Block 2, Lots 12 through 16, Block 2, Lots 1 through 5, Block 3, Lots 6-R through 11-R, Block 3, Lots 12 through 16, Block 3, Lots 1 through 5, Block 4, Lots 6-R through 9-R, Block 4, Pelican Cove Addition Phase I according to the map or plats of such subdivision recorded under Clerk's File No. 337992, Envelope A-35, Tube 32-1, Clerk's File No. 349017, Envelope A-61, Tube 32-5, and Clerk's File No. 342432, Envelope A-45, Tube 32-3, Map Records of San Patricio County, Texas.

EXHIBIT "C"

Lots 10 through 16, Block 4, Lots 1 through 16, Block 5, Lots 1 through 16, Block 6, Lots 1 through 17, Block 7, Lots 1 through 28, Block 10, Lots 1 through 36, Block 11, Lots 1 through 22, Block 12, Pelican Cove Addition Phase II, City of Aransas Pass, San Patricio County, Texas, according to the map or plat recorded in Clerk's File No. 367408, Envelope A-88, Tube 24-1, Map Records, San Patricio County, Texas.

EXHIBIT "D"

Lots 1R through 10R, Block 8, Pelican Cove Addition Phase I, City of Aransas Pass, San Patricio County, Texas, according to the map or plat recorded in Clerk's File No. 419560, Envelope A-128 and A-129, Tube 30-1, Map Records, San Patricio County, Texas.

EXHIBIT "E"

Lots 10 through 41, Block 8, Pelican Cove Addition Phase I, City of Aransas Pass, San Patricio County, Texas, according to the map or plat recorded in Clerk's File No. 453522, Envelope A-203 and A-204, Tube 26-5, Map Records, San Patricio County, Texas.

FILE NO. 453523 COMPARED

FILED FOR RECORD at 3:15 o'clock P M

JUL 24 1997

DOTTIE MALEY CLERK COUNTY COURT SAN PATRICIO CO.,TEX

By /s/ Jane Brelsford Deputy Jane Brelsford

THE STATE OF TEXAS

**COUNTY OF SAN PATRICIO I HEREBY CERTIFY
THAT THIS INSTRUMENT WAS FILED ON THE DAY AND**

TIME STAMPED HEREON BY ME AND WAS DULY RECORDED

ON THE 24 DAY OF July 1997, FILE NO. 453523 OF THE REAL

PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS

DOTTIE MALEY

COUNTY CLERK

By /s/ Jane Brelsford **SAN PATRICIO**

Deputy COUNTY, TEXAS

Jane Brelsford

RETURN TO:

SAN PATRICIO TITLE CO.

901 MARKET ST.

PORTLAND, TX. 78374

Amendment to Architectural Control Committee Fees

AMENDMENT OF ARCHITECTURAL CONTROL COMMITTEE FEES

STATE OF TEXAS

COUNTY OF SAN PATRICIO

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The undersigned, being the present chairperson of the Architectural Control Committee ("Committee") of the Pelican Cove Addition Phase I and Phase II, San Patricio County, Texas, created pursuant to Article Two of the *First Amended and Restated Declaration of Covenants and Restrictions* ("Original Declaration") affecting the Pelican Cove Addition Phase I recorded under Clerk's File No. 340036, Deed Records and Real Property Records of San Patricio County, Texas and as amended *by* the First Amended and Restated Declaration of Covenants and Restrictions ("Restated-Declaration") dated April 8, 1987, and recorded under Clerk's File No. 360030, Deed Records and Real Property Records of San Patricio County, Texas, and as supplemented by Supplementary Declaration of Covenants and Restrictions affecting Pelican Cove Addition Phase II dated November 9, 1993, and recorded under Clerk's File No. 417977, Deed Records and Real Property Records of San Patricio County, Texas and as amended by Amendment to First Amended and Restated Declaration of Covenants and Restrictions of Pelican Cove Addition Phases I and II dated November 9, 1993, and recorded under Clerk's File No. 417978, Deed and Property Records of San Patricio County, Texas, and as amended by Amendment to First Amended and Restated Declaration of Covenants and Restrictions of Pelican Cove Addition Phases I and II dated July 13, 1995, and recorded under Clerk's File No. 433630, Deed Records and Real Property Records of San Patricio County, Texas, and as amended by that certain Amendment of Architectural Control Committee Fees dated August 7, 1995 and filed under Clerk's File No. 444097, Deed Records and Real Property Records of San Patricio County, Texas hereby files the following Amendment:

Pursuant to Section 2.6 of the Original Declaration, the Architectural Control Committee of Pelican Cove Addition, phases I and II, hereby changes the fees to be charged by the Committee from \$200.00 for any housing structure to \$350.00 and the fee for any minor structure such as, but not limited to boat docks, is to remain \$50.00

Executed this ~ day of December, 2004 and effective on such date.

Paul Froeschner

STATE OF TEXAS

COUNTY OF SAN PATRICIO

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The foregoing document was acknowledged before me on December 3rd , 2004 by **Paul**. Froeschner,
chairperson of the Pelican Cove Architectural Committee, on behalf of said Committee

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After Recording, return to:

James Cooper-Hill P. O. Box 1867 Rockport, Texas 78381

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