

ANCHOR RESORT CO-OWNERS ASSOCIATION, INC.

14300 S. PADRE ISLAND DRIVE

CORPUS CHRISTI, TX 78418

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DECLARATORY DOCUMENTS & MORE

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CONDOMINIUM DECLARATION

FOR

PUERTO DEL PADRE CONDOMINIUM

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES §

WHEREAS, B. Wiley Mayden, hereinafter called "Developer", is the sole owner in fee simple of that certain tract or parcel of land which is composed of the following described lot, hereinafter referred to as the "project tract of land", to-wit:

Being 3.542 acres of land out of Lot 4, Block 502, Mariner's Cay Padre Island-Corpus Christi, as shown by map recorded in Volume 39, Pages 164 and 165, Map Records of Nueces County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 5/8 inch rod on the West right-of-way line of Padre Island Drive at the Southeast corner of Lot 1, Block 501, Mariner's Cay Padre Island-Corpus Christi as shown by map recorded in Volume 34, Pages 54 and 55, Map Records of Nueces County, Texas, for the Northeast corner of said Lot 4 and the Northeast corner of this survey;

THENCE with the West right-of-way line of said Padre Island Drive, South $01^{\circ}17'27''$ West, parallel to the centerline thereof and 138.00 feet distant therefrom, measured at right angles thereto, 260.00 feet to the point of curvature of a circular curve to the left whose center point bears North $88^{\circ}42'33''$ West, 20.00 feet and has a central angle of $90^{\circ}00'00''$, a radius of 20.00 feet, a tangent distance of 20.00 feet and an arc length of 31.42 feet;

THENCE along said curve to the left, 31.42 feet to the point of tangency;

THENCE North $88^{\circ}42'33''$ West 567.00 feet to a point on the centerline of an existing bulkhead on the West boundary line of said Lot 4, Block 502, for the Southwest corner of this survey;

THENCE with said West boundary line of Lot 4, Block 502, North $01^{\circ}17'27''$ East, along the centerline of said existing bulkhead, 253.58 feet to a drill hole set for a corner on said bulkhead for the Northwest corner of said Lot 4, Block 502, and the Northwest corner of this survey;

THENCE with the North boundary line of said Lot 4, Block 502, North $83^{\circ}53'26''$ East, along an existing bulkhead, 362.99 feet to a drill hole set on the West boundary line of said Lot 1, Block 501, for the Northerly corner of said Lot 4, Block 502, and the most Northerly corner of this survey;

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THENCE with the West boundary line of said Lot 1, Block 501, South 01°17'27" West 60.33 feet to a drill hole set for the Southwest corner of said Lot 1, Block 501, and an inside corner of said Lot 4, Block 502, for an inside corner of this survey;

THENCE with the common boundary line of said Lot 1, Block 501, and Lot 4, Block 502, South 88°42'33" East, 227.03 feet to the POINT OF BEGINNING and containing 3.542 acres of land.

which property is described on the attached map or plat thereof marked Exhibit "A" which by this reference is made a part hereof; and,

WHEREAS, Developer is developing and improving said project tract of land by erecting and constructing a condominium apartment project thereon, consisting of one (1) two-story apartment building, two (2) two- and one-half story apartment buildings and one (1) three-story apartment building, the said four (4) buildings containing a total of one hundred thirty-six (136) individual apartments, together with certain improvements, structures and facilities as part thereof and appurtenances thereto, which condominium apartment is designated and shall be known as "PUERTO DEL PADRE CONDOMINIUM"; and,

WHEREAS, the Developer intends by this Declaration to submit said project tract of land and all of said apartment buildings, and other improvements, structures and facilities thereon, hereinafter collectively referred to as the "project property", to the provisions of and the condominium regime established by the Condominium Act of the State of Texas (hereinafter referred to as the "Act") so'as to thereby establish a condominium regime under said Act and in respect to the project property:

NOW THEREFORE, in furtherance of said plan of condominium ownership and the purposes and intents thereof, said Developer, the sole owner in fee simple of said property and improvements, hereby makes the following declarations as to the divisions, descriptions, definitions, restrictions, covenants,

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limitations, conditions, rights, privileges, obligations and liabilities which shall apply to, govern, control and regulate the sale, resale or other disposition, acquisition, ownership or use and enjoyment of said property and improvements in the real estate freehold estate, hereby specifying and agreeing that said declarations and the provisions shall be and constitute covenants to run with the land and shall be binding on Developer, his successors and assigns, and all subsequent owners of said real property and improvements together with their grantees, successors, heirs, executors, administrators, devisees or assigns, to-wit:

(1) Said Developer, in order to establish said plan of condominium ownership for the hereinbefore described property and improvements, hereby expressly submits said property and improvements to the condominium regime established by the Texas Condominium Act as now existing, or hereafter amended, and does hereby covenant and agree that he hereby divides said property into the following separate freehold estates, to-wit:

(a) Each of the one hundred thirty-six (136) individual apartment spaces in said multiple unit apartment buildings hereinafter described shall constitute a separate freehold estate. The boundaries of each such apartment space shall be, and are, the interior surfaces of the perimeter walls, floor, ceilings, and the exterior surfaces of balconies or patios, if any, and the unit includes both the portions of the building so described and the air space so encompassed, excepting the common elements. The individual ownership of each apartment space herein defined shall further include the interior construction, interior dividing walls, partitions, appliances, fixtures and improvements which are intended to exclusively serve such apartment space, such as interior room walls, floors or ceiling covering or finish, closets, cabinets, shelving, individual bathroom, kitchen fixtures, plumbing and appliances, individual air conditioning

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units, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such apartment which may be removed, replaced, disposed of or otherwise treated without affecting any apartment space or the ownership, use or enjoyment thereof. The elevator jointly serving apartment units one (1) through eighty-four (84) shall be jointly and exclusively part of the individual ownership of said apartments one (1) through eighty-four (84). Each of said apartments one (1) through eighty-four (84) shall have a joint and individual interest in said elevator and necessary appurtenances thereto. The elevator jointly serving apartment units eighty-five (85) through one hundred four (104) shall be jointly and exclusively part of the individual ownership of said apartments eighty-five (85) through one hundred four (104). Each of said apartments eighty-five (85) through one hundred four (104) shall have a joint and individual interest in said elevator and necessary appurtenances thereto. The elevator jointly serving apartment units ninety-three (93) and ninety-four (94) shall be jointly and exclusively part of the individual ownership of said apartments ninety-three (93) and ninety-four (94). Each of said apartments ninety-three (93) and ninety-four (94) shall have a joint and individual interest in said elevator and necessary appurtenances thereto. The elevator jointly serving apartment units ninety-five (95) and ninety-six (96) shall be jointly and exclusively part of the individual ownership of said apartments ninety-five (95) and ninety-six (96). Each of said apartments ninety-five (95) and ninety-six (96) shall have a joint and individual interest in said elevator and necessary appurtenances thereto. The elevator jointly serving apartment units one hundred five (105) through one hundred twenty-four (124) shall be jointly and exclusively part of the individual ownership of said apartments one hundred five (105) through one hundred twenty-four (124). Each of said apartments one hundred five (105) through

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one hundred twenty-four (124) shall have a joint and individual interest in said elevator and necessary appurtenances thereto. The elevator jointly serving apartment units one hundred thirteen (113) and one hundred fourteen (114) shall be jointly and exclusively part of the individual ownership of said apartments one hundred thirteen (113) and one hundred fourteen (114). Each of said apartments one hundred thirteen (113) and one hundred fourteen (114) shall have a joint and individual interest in said elevator and necessary appurtenances thereto. The elevator jointly serving apartment units one hundred fifteen (115) and one hundred sixteen (116) shall be jointly and exclusively part of the individual ownership of said apartments one hundred fifteen (115) and one hundred sixteen (116). Each of said apartments one hundred fifteen (115) and one hundred sixteen (116) shall have a joint and individual interest in said elevator and necessary appurtenances thereto. None of the land in this project on which any apartment is located shall be separately owned as all land in this project shall constitute part of the property (general common elements) as hereinafter defined and shall be owned in common by the owners of the apartment units in this condominium project.

(b) The general common elements of the property as described and defined in Paragraph 8 below and the respective undivided interest therein of each owner of an undivided apartment space shall constitute a freehold estate, and it is hereby covenanted and stipulated that each such undivided interest in the general common elements shall be held and owned, together with and may not be sold, conveyed or otherwise disposed of or encumbered separate from the individual apartment to which it is allocated.

(2) For the purposes of this Declaration, the ownership of each apartment space shall include the apartment space itself and the respective undivided interest in the general common elements

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allocated to the apartment space, and such apartment space and undivided interest in the general common elements shall together constitute an apartment unit.

(3) The land heretofore described, known as the project tract of land, together with all improvements thereon, is hereby submitted to the said condominium regime.

(4) Exhibit "A", above referred to, is a survey plat which depicts said land as above described and the location of the two, two- and one-half and three-story multiple unit apartment buildings located thereon, denoted as Buildings A, B, C and D.

(5) Each of the multiple unit apartment buildings shown and denoted on the above mentioned plat is generally described as follows:

Building A--containing eighty-four (84) apartments, numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83 and 84, the size, dimensions, location and boundaries of each being detailed on the survey plats of Building A, hereto attached marked Exhibits "B", "C", "D" and "E".

Building B--containing twenty (20) apartments, numbered 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103 and 104, the size, dimensions, location and boundaries of each being detailed on the survey plats of Building B, hereto attached marked Exhibits "F", "G", "H" and "I".

Building C--containing twenty (20) apartments, numbered 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123 and 124, the size, dimensions, location and boundaries of each being detailed on the survey plats of Building C, hereto attached marked Exhibits "J", "K", "L" and "M".

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Building D--containing twelve (12) apartments, numbered 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135 and 136, the size, dimensions, location and boundaries of each being detailed on the survey plats of Building D, hereto attached marked Exhibits "N", "O" and "P".

(6) The one hundred thirty-six (136) apartment spaces above described and which shall be individually conveyed and owned, each have a direct exit to a thoroughfare or a given common space leading to a thoroughfare, are of the nine (9) following types:

Type	Description	Approximate Sq. Ft.
1	Studio Garden with no kitchen bar, with outside parking	388
2	Studio Garden with kitchen bar, with outside parking	388
3	Water View Studio Garden with underground parking	388
4	1st & 2nd Floor Amenity View Atrium House	660
5	1st & 2nd Floor Water View Atrium House	660
6	Amenity View Atrium House	846
7	1st Floor Water View Lanai & Atrium House	740
8	2nd Floor Water View with Elevator, Glass Lanai and Glass Atrium House	840
9	Water View Loft Penthouse	980

(7) The undivided title and interest of each owner of an apartment space in the general common elements of the property defined in Paragraph 8, below, and their proportionate share in the common expenses of said general common elements, as well as the proportionate representation for voting purposes in the meeting of the Council of Co-Owners of this condominium project, is as follows, to-wit:

Type 1 - .475%

Type 2 - .515%

Type 3 - .576%

Type 4 - .906%

Type 5 - .938%

Type 6 - .978%

Type 7 - 1.0265%

Type 8 - 1.153%

Type 9 - 1.153%

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The above percentages fixing the undivided interest of each apartment owner in the general common elements and his share of the common expenses and voting representation cannot be changed except by the written consent of each and every owner and mortgagee of an apartment unit in this condominium project, duly executed, acknowledged and filed for record as a partial amendment to this Declaration and Developer, his successors, assigns and grantees and their successors, heirs, executors, administrators, devisees and grantees hereby covenant and agree that the elements constituting an apartment unit, that is the individual apartment and the undivided interest in the general common elements allocated to it, shall be held and owned together and such elements shall not be separated or separately sold, conveyed or otherwise disposed of or encumbered.

(8) The "general common elements" of the property and of this project include and are defined as all of the project tract of land above described and the buildings, structures and improvements thereon, save and except the one hundred thirty-six (136) individual apartment spaces contained in said multiple unit apartment buildings which are to be individually and separately owned, and specifically included, but is not limited to, all land, building foundations, bearing walls and columns, roofs, common hallways, lobbies, stairways, including spiral stairways, entrances, exits, or communication ways, yards, gardens, swimming pool, pavement, pipes, wires, conduits, parking spaces, boat spaces, storage areas, and other facilities serving the project, and the other elements or items herein or in said Act defined as common elements of the property, and in general, such common elements shall consist of all the land and improvements and appurtenances of every type thereon, excepting said apartment spaces which are to be individually and separately conveyed and owned.

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(9) The following portion of the general common elements are hereby set aside and allocated for the restricted use of the respective apartment spaces as is below designated, and said elements shall be known, only so far as the use thereof is concerned, as "limited common elements" but such restriction as to use shall not affect the ownership of same, and the same shall be owned as part of the general common elements, to-wit: (a) atrium porches for apartments 85, 86, 87, 88, 89, 90, 91 and 92, Building B, apartments 105, 106, 107, 108, 109, 110, 111 and 112, Building C, and apartments 125, 126, 127, 128, 129 and 130, Building D, as more fully described in Exhibits "G", "K" and "O", attached hereto and made a part hereof, to which reference is hereby made for all purposes; (b) entry balconies for apartments 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55 and 56, Building A, apartments 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103 and 104, Building B, apartments 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123 and 124, Building C, and apartments 131, 132, 133, 134, 135 and 136, Building D, as more fully described in Exhibits "D", "E", "L" and "P", attached hereto and made a part hereof, to which reference is hereby made for all purposes; (c) lanai for apartments 85, 86, 87, 88, 93, 94, 95 and 96, Building B, and apartments 105, 106, 107, 108, 113, 114, 115 and 116, Building C, as more fully described in Exhibits "G", "H", "K" and "L", attached hereto and made a part hereof, to which reference is hereby made for all purposes; (d) sun blind terraces for apartments 97, 98, 99, 100, 101, 102, 103 and 104, Building B, and apartments 117, 118, 119, 120, 121, 122, 123 and 124, Building C, as more fully described in Exhibits "I" and "M", attached hereto and made a part hereof, to which reference is hereby made for all purposes; (e) entry atriums for apartments 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Building A, as more fully described in Exhibit "C",

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attached hereto and made a part hereof, to which reference is hereby made for all purposes; (f) entry walkways for apartments 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83 and 84, Building A, as more fully described in Exhibit "E", attached hereto and made a part hereof, to which reference is hereby made for all purposes; (g) the parking spaces and storage spaces within Building A as more fully described in Exhibit "B", attached hereto and made a part hereof, to which reference is hereby made for all purposes, the parking spaces and storage spaces within Building B as more fully described in Exhibit "F", attached hereto and made a part hereof, to which reference is hereby made for all purposes, the parking spaces and storage spaces within Building C as more fully described in Exhibit "J", attached hereto and made a part hereof, to which reference is hereby made for all purposes, and the parking spaces and storage spaces within Building D as more fully described in Exhibit "N", attached hereto and made a part hereof, to which reference is hereby made for all purposes; and the use of said areas is hereby restricted to the owners of said apartments.

(10) Said Developer, his heirs and assigns, by this Declaration, and all future owners, lessees, tenants or other occupants of the apartment units in this project, by their acceptance of their deeds, leases, rental agreements or possession of any such apartment unit, hereby covenant and agree as follows:

(a) That the common elements, both general and limited, shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable for a condominium regime.

(b) That the apartment units shall be occupied and used only for residential purposes, as a private dwelling or rental unit, and that no professional, business or commercial use shall be made of the same. This restriction is for the benefit of all

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apartment units in this condominium project and in addition to other rights or remedies, any violation or threatened violation hereof may be enjoined or prevented by suit for injunction at the instance of any owner or owners of other apartment units or the Board of Administration of this condominium regime.

(c) The owners of the respective apartment spaces shall not be deemed to separately own the basic structural and supporting portions of the perimeter walls, and/or bearing walls, floors, and ceilings surrounding his respective apartment space, nor shall such owner be deemed to separately own pipes, wires, conduits or other public utility lines running through said respective apartment spaces which are utilized for or serve more than one apartment space, but the same shall be owned as tenants in common as part of the common elements of the property, however, each apartment owner shall have an easement in the interest of the other owners in and to the aforesaid elements and facilities as shall be necessary for the support, maintenance, use and enjoyment of his apartment; such owner, however, shall be deemed to separately own the walls and partitions which are contained within the perimeter walls of said owner's respective apartment space, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings and the facilities, fixtures and equipment built or placed in said apartment space for the exclusive service and convenience of such apartment space.

(d) The owners of the respective apartment spaces agree that if any portion of the common elements encroaches upon the apartment space, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any portion of any multi-unit apartment building is partially or totally destroyed, and then rebuilt or reconstructed, the owners of apartment spaces agree that valid easements shall exist for any resulting encroachments.

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(e) The owner of an apartment unit, upon acquisition of same, shall automatically become a member of the Council of Co-Owners of this condominium project, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership shall automatically cease. The Council of Co-Owners shall elect from among its members a Board of Administration to consist of not less than three (3) members, who shall serve in such office without pay or compensation for such term as specified in the By-Laws of this condominium project or until their successors are duly elected in accordance with the provisions of such By-Laws. Such Board of Administration shall manage and govern the affairs of the Council of Co-Owners, and it shall have such powers, functions, authority, duties, obligations and responsibilities as shall be specified in said By-Laws and/or as may be delegated to it from time to time by the Council of Co-Owners.

(f) The owners of apartment units agree that the government and administration of the condominium shall be in accordance with this Declaration and the By-Laws which are attached hereto as Exhibit "Q" and made a part hereof which By-Laws may be amended from time to time by the Council of Co-Owners in accordance with the provisions thereof, and any and all such amendments, duly certified to by the presiding officer of the Board of Administration or other person authorized to make such certifications of such By-Laws, shall be filed for record as a partial amendment to said Exhibit "Q" attached hereto.

(g) That each owner, tenant or occupant of any apartment unit shall comply with the provisions of the Declaration, the By-Laws, and the valid decisions and resolutions of the Council of Co-Owners, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, and/or for injunctive relief.

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(h) This Declaration shall not be revoked or any of the provisions hereof amended unless all of the owners of the apartment space in this condominium project and all of the mortgagees or beneficiaries of mortgages or deeds of trust covering the apartment units unanimously agree to such revocation or amendment by duly recorded instruments.

(i) All owners of apartment units in this condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or by the Board of Administration when authorized to do so by the By-Laws of this project or by resolution of said Council of Co-Owners, their pro-rata share, in the percentages above fixed and set out for each apartment unit, of the expenses of administration, upkeep, maintenance and repair of the general common elements of this project, and in the proper care of the limited common elements, as any and all such common elements are described and defined in this Declaration, and of any other valid expense or charge assessed pursuant to authority given by said Act, or this Declaration or said By-Laws, each of which assessments shall become due and payable within ten (10) days from the date each such assessment is made unless otherwise specified in the By-Laws, and such assessments shall become liens against the respective apartment units for their pro-rata share thereof at the time such assessments become due and payable unless otherwise specified in said By-Laws. No owner shall be exempt from contributing toward such expense, charges, costs, or assessments by waiver of the use or enjoyment of the common elements, either general or limited, or by abandonment of the apartment belonging to him.

(ll) All liens for assessments made by the Council of Co-Owners, or by the Board of Administration when authorized to do so as aforesaid, shall be prior to other liens, except that such liens for said assessments shall be subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied

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by the city, county, and state governments or any political sub-
 division or special district thereof, and (2) 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 for common expenses become due. Such lien for assess-
 ments herein provided for may be foreclosed, without prejudice
 and subject to the aforesaid prior liens, by suit by the Board of
 Administration or any authorized officer thereof, acting in behalf
 of the Council of Co-Owners, in like manner as mortgages on real
 property. No such foreclosure shall affect or impair any such
 prior liens. The Board of Administration or any authorized officer
 thereof, acting in behalf of the Council of Co-Owners of the apart-
 ment units in this project, shall have power to bid in the apart-
 ment unit foreclosed on at the foreclosure sale, and to acquire,
 hold, lease, mortgage and convey the same in behalf of such
 Co-Owners. The purchaser acquiring title to such apartment unit
 at such foreclosure sale, whoever he may be, and his successors
 and assigns, shall not be liable for the share of the unpaid
 common expenses or assessments by the Council of Co-Owners charge-
 able to such apartment unit which became due prior to acquisition
 of such title at such foreclosure sale, but such unpaid share of
 common expenses or assessments shall be deemed to be common
 expenses collectable from all of the owners of the apartment units
 in this project, including such purchaser or acquirer, his succes-
 sors and assigns, on a pro-rata basis.

(12) Each apartment space shall be used and occupied only
 as a single-family dwelling and residential housing accommodation,
 or for rental purposes, and no apartment space shall be altered,
 remodeled, subdivided or converted into more than one dwelling
 unit or housing accommodation.

(13) Upon the sale or conveyance of an apartment unit,
 all unpaid assessments against the selling Co-Owner for his
 pro-rata share of the common expenses and charges shall be first

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paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- (a) Assessments, liens and charges in favor of state and any political subdivision thereof for taxes due and unpaid on the apartment unit; and
- (b) Amounts due under mortgage instruments duly recorded.

(14) Any purchaser of an apartment unit upon request prior to his purchase shall be entitled to a statement from the Board of Administration as to the amount of the unpaid assessments and charges against the particular apartment unit to be sold and purchased, and such purchaser shall not be liable, nor shall the apartment unit sold be subject to any lien for any unpaid charge or assessment made by the Council of Co-Owners against the Seller or his apartment unit in excess of the amount set forth in said statement for the period covered by such statement. Further provided, that any existing mortgages of an apartment unit under a mortgage instrument duly recorded shall be entitled upon written request at least annually to a statement from the Board of Administration regarding any unpaid assessments due from the owner of such apartment unit, but the failure of such statement to recite any unpaid assessment shall not relieve the owner from liability therefor nor affect any lien therefor.

(15) The Council of Co-Owners may, upon resolution of a majority, or if required or provided for in the Declaration or the By-Laws, obtain and continue in effect blanket property insurance to insure the buildings and the owners thereof against risks of whatever character, without prejudice to the right of each Co-Owner to insure his own apartment on his own account and for his own benefit. Such insurance may be written in the name of the Council of Co-Owners or any person designated in the By-Laws or this Declaration as a trustee for each apartment owner and each apartment owner's mortgagee, if any. Each Co-Owner and his mortgagee, if any, shall be a beneficiary, even though not

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expressly named, in the percentages or fractions established in Paragraph 7 of this Declaration. The insurance cost and premiums for any blanket insurance coverage shall be a common expense to be paid by monthly or other periodic assessments as determined by the Board of Administration or the Council of Co-Owners, and all such payments collected on insurance shall be used solely for the payment of such insurance cost or premiums as the same become due. Each Co-Owner shall pay his pro-rata share of the cost of such insurance in proportion to his beneficial interest therein.

(16) In case of fire or other disaster or damage to or destruction of any property subject to this Declaration, the insurance proceeds shall be applied or disbursed, and the repair, reconstruction or disposition of such property and the obligations of the Co-Owners shall be as provided for by Sections 20 and 21, and any other pertinent or applicable provisions of the Texas Condominium Act.

(17) If the owner of any apartment unit in this condominium project shall desire to sell his apartment unit and receives an offer for the purchase of same which he would be willing to accept, such owner shall not sell such apartment unit without first giving the Board of Administration of this condominium project the right of first refusal to purchase such apartment unit, in behalf of the Council of Co-Owners of this project, for the same terms and conditions as stipulated in such offer received. Such right of first refusal shall be given by written notice to the Board of Administration which shall be transmitted by U. S. REGISTERED MAIL or CERTIFIED MAIL, with return receipt requested, and shall set out the price, terms and conditions stipulated in said offer received and the name and address of the person making such offer; and such notice shall be deemed given as of the date of such registered or certified mailing as evidenced by the post office receipt therefor. If such Board of Administration shall not elect to purchase said apartment unit for such price and on

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such terms and conditions specified in said notice within thirty (30) days from date such notice is given, then such owner may sell said apartment unit to the person or persons making such offer, and in such case it shall be the duty and obligation of said Board of Administration to certify in writing, to be duly acknowledged and in recordable form that said selling owner has complied with all the provisions hereof and that such Board of Administration has declined to purchase such apartment unit. The Board of Administration is hereby authorized at its discretion to waive the provisions of this paragraph in respect to any apartment unit or units at any time, provided that each waiver shall be in writing to be duly executed and acknowledged and in recordable form; and, whenever any such waiver may be given by the Board of Administration in respect to any apartment unit or units, the owner or owners of such apartment unit or units in respect to which such waiver is given may sell the same without regard to the provisions of this paragraph and without giving the Board of Administration the right of first refusal to purchase the same.

(18) All notices, communications and remittances to the Board of Administration shall be sent to it at its mailing address which may be established from time to time and of which the owners in this project shall be notified.

(19) In the event any of the declarations or provisions hereof shall be finally held invalid or unenforceable by any Court of competent jurisdiction, the same shall not affect the validity or enforceability of any of the other declarations and provisions hereof. If any declaration or provision herein contained shall be susceptible of two or more interpretations, the interpretation which shall most nearly be in accord with the purposes and intents hereof shall govern.

(20) In the event of the omission herefrom of any declaration, stipulation or provision which shall be vital, necessary or expedient for the accomplishment of the purposes and

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intents of this Declaration, this Declaration shall not thereby fail, in whole or in part, but any and all omitted matter shall be supplied herein by inference and/or by reference to the provisions of the Texas Condominium Act under which this condominium regime is established, and such provisions of such Act are hereby made part hereof by reference thereto.

DATED AND EXECUTED by the undersigned "Developer" this the 10th day of May, 1974.

DEVELOPER:

B. Wiley Mayden
B. Wiley Mayden

THE STATE OF TEXAS §
COUNTY OF NUECES §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared B. WILEY MAYDEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of May, 1974.



Rosalie A. Clark
Notary Public in and for
Nueces County, Texas

ANCHOR RESORT

1993 By-Laws & Amendments

- Nonjudicial Foreclosure
- Occupancy Limits
- Background Checks
- Marina Slip
- 1993-2014 update – 7 items

NUECES TITLE COMPANY

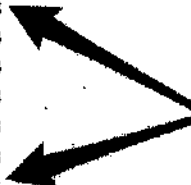
15033 South Padre Island Drive
Corpus Christi, TX 78418
Phone No.(361)653-0460
Fax No.(361)653-0459

ABTRACTOR'S REPORT

TO: Lynn Kramer
Anchor Resort Condominium Owners Association
14300 S. Padre Island Drive
Corpus Christi, Texas 78418

RE: Condominium Declaration and By-Law research for
Puerto Del Padre Condominiums, also known as Anchor Resort Condominiums

A search of the appropriate records of Nueces County, Texas through January 13, 2015 the following Document were recorded in the Public records dating back to May 14, 1974:

- | | |
|---|--|
| Instrument No. 944313, Volume 17, Page 39, Condominium Records | 1974 DECLARATIONS, EXHIBITS, BY-LAWS |
| Instrument No. 155416, Volume 19, Page 190, Condominium Records | 1978 BY-LAWS |
| Instrument No. 952322, Volume 17, Page 751, Condominium Records |  |
| Instrument No. 952323, Volume 17, Page 763, Condominium Records | |
| Instrument No. 952394, Volume 17, Page 771, Condominium Records | |
| Instrument No. 952325, Volume 17, Page 779, Condominium Records | |
| Instrument No. 952326, Volume 17, Page 787, Condominium Records | |
| Instrument No. 952327, Volume 17, Page 795, Condominium Records | |
| Instrument No. 952328, Volume 17, Page 803, Condominium Records | 1974 AMENDMENT TO EXHIBITS
TO CORRECT FLOOR DESIGNATIONS |
| Document No. 886976, Official Public Records | 1993 BY-LAWS |
| Document No. 2000019096, Official Public Records | 2000 NONJUDICIAL FORECLOSURE |
| Document No. 2003064732, Official Public Records | 2003 CERTIFICATE OF MANAGEMENT |
| Document No. 2004021285, Official Public Records | 2004 OCCUPANCY LIMITS |
| Document No. 2004061203, Official Public Records | 2004 BACKGROUND CHECKS |
| Document No. 2006056728, Official Public Records | 2006 MARINA SLIP |
| Document No. 2011047226, Official Public Records | 2011 HOUSE RULES |
| • Document No. 2015014784, Official Public Records | 1993-2014 By-Law Amendments |
| Some Documents were not posted to Puerto Del Padre Condominium, due to the document being recorded under the name of Anchor Resort Condominium so they were not showing up under the property search. I have informed our plant and that has been corrected but I would advise in the future to do all documents in the name of Puerto Del Padre Condominium also known as Anchor Resort Condominium. | |
| • Document No. 20110022045, Official Public Records | 2016 Rules & Regulations [House Rules] |

Prepared by Beth A. Kelly
Sr. Vice-President/Manager/Escrow Officer
NUECES TITLE COMPANY

1993 By_Laws

DOC# 886976

BY-LAWS OF

ANCHOR RESORT CO-OWNER'S ASSOCIATION, INC.

The present or future owners, tenants, future tenants, mortgagees, or future mortgagees, or the employees of either of them, or any person that might use the facilities of the Puerto Del Padre Condominium in any manner, are subject to these By-Laws and to the Enabling Declaration. Any person, firm or corporation acquiring, leasing, occupying or renting any of the units in the Puerto Del Padre Condominium accepts and ratifies these By-Laws, and the Enabling Declaration, and agrees that the terms and provisions of both will be complied with.

ARTICLE I

Council of Co-Owners

Members. Each person who shall be the owner and holder of the legal or equitable title to all or a portion of one or more apartment unit (hereinafter referred to as "owner") located in or on the property described in Section 1.1 above (sometimes hereinafter referred to as "Project Property"), shall for the duration of such ownership be a member of the Council of Co-Owners of Puerto Del Padre Condominium, an incorporated membership association, which is also known as the "Council of Co-Owners" (hereinafter referred to as the "Council"), except that any lienholder or mortgagee, trustee under a deed of trust, and any holder or owner of any right-of-way easement or similar interest, shall not, as such, be deemed to be the owner of the title of a portion of an apartment unit and shall not be reason of any such interest owned or held or acquired by them be or become a member of the Council; provided, however, that any lienholder, mortgagee or other party who shall purchase, or become a title holder of an apartment unit upon any foreclosure shall be a member of the Council, so long as such party shall be the legal title holder of said unit. The Council shall be the governing and administrative body for all owners for the protection, preservation, upkeep, maintenance, repair and replacement of the common elements, and for the government, operation and administration of the condominium regime established in accordance with the provisions of the Declaration and the Condominium Act (the "Act").

Voting Rights. Voting shall be on a percentage basis. The percentage of the vote to which each Co-Owner is entitled is the percentage established for undivided ownership in the general common elements by Paragraphs 6 and 7 of the Declaration. Votes at any meeting may be cast in person or by proxy. In the event that two or more persons own individual interest in and to any condominium unit, then in that event the total vote of all such Co-Owners shall not exceed the percentage set out for set unit in the declaration.

No Co-Owner who is more than 45 days delinquent in the payment of any assessment, charge, fee or other sum due from such Co-Owner to the Council, shall be entitled to vote as a Co-Owner upon any matter, unless and until all such delinquent sums shall have been paid to the Council in full.

In order for said Co-Owner to be entitled to vote, said delinquent amounts must be paid by 10:00 a.m. on the last banking day before any general or special meeting.

Annual Meetings. An annual meeting of the members of the Council shall be held each year at 1:00 p.m. on the last Saturday in October, for the election of directors and the transaction of such other business as may be properly brought before the meeting. Written notice stating the date, time and place of any annual meeting shall be mailed or personally delivered to all members not less than ten (10) days nor more than fifty (50) days before the meeting. Unless otherwise specified in a notice of the meeting, such meeting shall be held on the Project Property.

Special Meetings. Special meetings of the Council may be called by the President, or by a majority of the members of the Board, or by owners having at least twenty (20) percent of the votes entitled to be cast at such meeting. Said meeting shall be called by written notice mailed or personally delivered not less than ten (10) nor more than fifty (50) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered. Unless otherwise specified in the notice of the meeting, all special meetings shall be held on the Project Property.

Majority Vote. The term "Majority Vote" as used in these By-Laws shall mean the vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting. Unless otherwise required by law, by the Declaration, or by these By-Laws, the Council of Co-Owners may act by majority vote.

Quorum. A Quorum of owners for any meeting shall be constituted by owners represented in person or by proxy and holding fifty-one percent (51%) or more of the total votes of all owners, as allocated to each owner in the Declaration and these By-Laws. If any meeting of the Council cannot be organized because a quorum

is lacking, then by a majority vote of the owners present, either in person or by proxy, the meeting may be adjourned to the same hour of a date not less than ten (10) nor more than thirty (30) days from the date on which such meeting was to have been originally held. Written notice of such adjourned meeting shall be delivered by certified mail or personally not less than three (3) days prior to the date fixed for said meeting.

Proxies. Proxies must be filed with the Secretary in writing three (3) hours before the appointed time of each meeting.

Notice by Mail. Any notice which shall be given to a member of the Council by mail with respect to any meeting or for any other purpose shall be deemed to have been properly delivered when deposited in the United States mail with postage prepaid and addressed to the members address as it appears on the records of the Council. Any notice required or permitted to be given to a member of the Council hereunder may be waived by execution of a written waiver by such member before or after the time stated therein. Such waiver shall be the equivalent of giving notice. Proof of mailing may be by certified mail, with or without return receipt requested, or certification of mailing by U. S. Postal Service. Attendance at any meeting by a member shall constitute a waiver of this notice provision.

Voting by Mail. Any action required to be taken at a meeting of the Council, other than the election of the Board of Directors, may be taken without a meeting. The Board shall mail or deliver to each Co-Owner written notice of the proposal or proposals to be considered. Such notice shall include the text of the proposals and also the text of this subsection of the By-Laws. Within fifteen (15) days of such notice, a Co-Owner may submit up to 1 page of written comments to the Board. The Board shall then send to each Co-Owner a copy of all such comments received, as well as a ballot and a stamped return envelope. All ballots shall be returned within fifteen (15) days of their delivery or mailing. Any Co-Owner for whom no ballot is received within the fifteen days shall be recorded as voting on each proposal on the ballot. All proposals shall be worded such that a "yes" vote is required to institute any new course of action or make any changes, while a "no" vote preserves the status quo. A majority of the owners must approve any proposal thus submitted. Any proposal which is approved under this subsection shall become effective when the vote is certified by the Board. The Board is not required to use the above procedure for any matters on which it has the power and authority to act under law, the Declaration, or these By-Laws.

ARTICLE II**Board of Directors**

Number and Qualifications. The Board shall consist of five (5) Directors. Each Director must be a Co-Owner. If any owner is a corporation, partnership, trust or other legal entity, an officer, director, shareholder, partner, trustee or beneficiary of such owner may be a member of the Board of Directors.

Duties and Authority. The Board shall manage and administer the affairs of the Council and shall have all such duties, rights, powers, and authority given to it by the Act, the Declaration and the By-Laws, including the following:

- a) To provide for the designation, hiring, and removal of employees and other personnel, including a manager, including bookkeepers and accountants, and to engage or contract for the services of others, and in general to make purchases of labor, material, and/or services for the maintenance, upkeep, repair, replacement, insurance, administration, management and operation of the common elements.
- b) To adopt an annual budget for the estimated common expenses each year, and to provide the manner of assessing and collecting from the owners their respective pro rata shares of such estimated common expenses, including foreclosure of liens. The annual budget as estimated by the Board for each fiscal year shall be approved by a majority of the owners, and copies thereof shall be furnished to each owner not later than 30 days prior to the annual meeting. The year used for accounting purposes shall be the calendar year.
- c) To keep or cause to be kept sufficient books and records with a detailed accounting of the receipts and expenditures affecting the Project Property, and its administrative and specifying the maintenance and repair expenses of the common elements. Both the books and vouchers accrediting the entries made thereon shall be available for inspection by all owners at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year

by an auditor outside of the organization, as provided by the Act.

- d) The Board shall cause an audit to be made each fiscal year of the financial affairs and activities of the Council by an independent accountant designated by the Board and shall furnish a copy of the audit report to each member of the Council within 45 days after the filing due date, including extensions of the Council of Co-Owners Annual Federal Income Tax Return.
- e) The Board shall also fix and determine the changes, if any, to be made to members with respect to the use by such persons of various facilities, property and equipment maintained and operated by the Council.
- f) In general, the Board shall have all such duties, rights and authority to do all such acts and things as are not by the Act, Declaration or these By-Laws directed to be done or exercised exclusively by the owners or Council which shall be necessary or reasonably required for the successful and orderly administration, management and operation of the condominium regime established by the Declarations to which these By-Laws pertain. They shall act in good faith in all contracts to the good of the Council.

Terms and Office. All five Directors shall be elected at the annual meeting of the Council of Co-Owners and shall hold office until their successors are elected the next annual meeting.

Method of Voting. Nominations shall be taken, and balloting completed, for one Director at a time. The first Director elected shall immediately assume the chair of the meeting. Nominations may be made to elect the entire former Board if the majority of members present or by proxy agree.

Resignation. Any member of the Board may resign at any time by giving written notice of resignation to the President or any other officer of the Council. Such resignation shall be effective upon its receipt without any action of the Council unless a specific time for it to become effective is specified in the resignation. If any member of the Board shall at any time sell or otherwise dispose of or voluntarily or involuntarily cease to be an owner of an apartment or interest therein, as provided in above, such member shall automatically be deemed to have effectively resigned from the Board and he shall automatically be removed therefrom.

Vacancies. Vacancies in the Board caused by an reason other than the removal of a Board member by vote of the Council shall be filled for the unexpired term by a vote of the majority of the remaining Board members, even though they may constitute less than a quorum.

Removal and Replacement by Council. At any regular or annual meeting or at any special meeting called for that purpose, the Council may by a majority vote remove any one or more members of the Board, with or without cause, provided that a successor or successors shall then and there be elected to fill the vacancy or vacancies thus created, for the unexpired term of the Board member or members removed. Any Board member whose removal has been proposed shall be given an opportunity to be heard at such meeting.

Annual Meetings. An annual meeting of the Board shall be held each year immediately following the adjournment of the annual meeting of the Council, at the same place as the Council meeting.

Regular Meetings. Regular meetings of the Board may be held at such time and place shall be determined at the annual Board meeting, but at least two (2) such meetings in addition to the annual meeting, shall be held during each fiscal year. Notice of the date, time and place of regular meetings shall be given to each Board member by the President, personally or by mail, telephone or telegraph, at least three (3) days prior to the day designated for such meetings.

Special Meetings. Special meetings of the Board may be called by the President and shall be called by the Secretary on the written request of three (3) Board members. Notice of any special meeting of the Board shall be given to each Board member either at least three (3) days before the date of the meeting if given by telephone or telegraph or at least six (6) days before the date of the meeting if notice is sent by U. S. Postal Service.

Notice. Absent actual notice, proper notice shall be deemed to have been given of any special meeting of the Board if notice in writing, or by telephone or telegraph message shall have been sent to either the usual business or residence address of the person entitled to receive notice as above specified. Attendance at any meeting by a member shall constitute a waiver of this notice provision.

Waiver of Notice. Before or after any meeting of the Board, any member may waive notice of the time, date, place and purpose of such meeting by execution of a waiver thereof in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall be deemed as a waiver of the required notice of such meeting. If all the members of the Board are present at any meeting, no notice thereof shall be required and any business may be transacted

at such meeting.

Quorum. At all meetings of the Board a majority of the members of the Board shall constitute a quorum for the transaction of business, and the acts and decisions of the majority of the Board members present at any duly-called meeting at which a quorum is present and of which notice was properly given or waived shall be the acts of the entire Board.

Action by Unanimous Consent. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing specifying the actions so taken is signed by all of the members of the Board. A unanimous consent signed by all of the Directors shall have the same force and effect as a unanimous vote at a meeting of the directors.

Open Meetings. Any Co-Owner may attend any Board meeting as an observer. Any matters a Co-Owner would like the board to consider should be submitted in writing to the secretary at least three (3) days before the Board meeting.

Indemnification. The Council shall indemnify any director or officer of the Council for expenses and costs (including attorney's fees), judgments and amount paid in settlement actually and reasonably incurred by him in connection with any claim, action, suit or proceeding asserted against him, by action in court or otherwise, by reason of his being or having been such director or officer, except in relation to matters as to which the matter he shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought. The Board may authorize the purchase of insurance on behalf of any person who is a director, officer, employee or agent of the Council against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Council is directed to indemnify him against such liability under the provisions of this Section.

ARTICLE III

Officers

Officers. The elected officers of the Board shall consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board from among the members of the Board at its annual meeting. They shall hold office until their successors are elected or appointed and qualified, or until their death, resignation or removal from office. Any vacancy occurring in any office of the Council by death, resignation, removal, or otherwise, shall be filled by the Board from among the members of the Board. The officers shall receive no compensation.

Duties. The duties of the officers of the Council shall be as follows:

- a) The President shall be the chief executive officer of the Council, and shall have general and active management and control of the business and affairs of the Council, and shall see that all orders and resolutions of the Board and Council are carried into effect. He shall call annual, regular and special meetings of the Council and Board in accordance with law and these By-Laws and shall preside at all such meetings. The President shall also execute contracts, conveyances and other documents on behalf of the Council. The President is authorized to negotiate and settle, on behalf of the Council. The President is authorized to negotiate and settle, on behalf of the Council, with any insurance company insuring the buildings and the owners against risks of whatever character, including negotiating and settling with respect to final approval of repairs, signing proofs of loss, and accepting and endorsing checks from such insurance company paying the amount of the loss as so negotiated and agreed upon. He shall perform such other duties as may be prescribed from time to time by the Council or by the Board consistent with these By-Laws, the Declaration and the Act.
- b) In the absence of the President or when it is inconvenient for the President to act, the Vice President shall perform the duties and exercise the powers of the President. At any time when the Vice President is performing a duty or exercising a power of the President, any third party dealing with the Council may presume conclusively that the President was absent and that the Vice President was authorized to act in his place. He shall perform such other duties and have such other authority and powers as the Board may from time to time prescribe, or as the President may from time to time delegate.
- c) The Secretary shall attend all meetings of the Board and of the Council and shall record all business transacted and resolutions passed at such meetings in the minute book to be kept

for that purpose and he shall perform like duties for standing committees, or any, when required. He shall give, or cause to be given, notice of all meetings of the Council and regular and special meetings of the Board, and he shall perform such other duties as the Board may from time to time prescribe, or as the President may from time to time delegate. The Secretary shall, at least ten (10) days before each meeting of the members, make a complete list of the members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order with address of, and the number of votes held by each, which list for a period of ten (10) days prior to such meeting shall be kept on file at the registered office of the Council and shall be subject to inspection by any member at any time during usual business hours. The President may, if he deems it advisable, from time to time designate one or more persons as

Assistant Secretaries who may perform the duties and exercise the powers of the Secretary when the Secretary is absent or Council may presume conclusively that any Assistant Secretary acting the capacity of the Secretary was duly authorized to act. They shall perform such other duties and have such other papers as the Board may from time to time prescribe, or as the President or Secretary any from time to time delegate.

- d) The Treasurer shall be responsible for funds and securities of the Council, shall keep full and accurate accounts and records of receipts, disbursements and other transactions and books belonging to the Council and shall deposit all funds and other valuable effects in the name and to the credit of the Council in such depositories as may be designated by the Board. The Treasurer shall disburse funds of the Council as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and the Board whenever they may require it an account of all his transactions as Treasurer and of the financial condition of the Council. The Treasurer shall perform such other duties and have such other authority as the Board may from time to time prescribe, or as the President may from time to time delegate. The

Treasurer shall be placed under a financial surety bond in an amount set by the Board. The President may, from time to time if he deems advisable, designate one or more persons as Assistant Treasurers who may perform the duties and exercise the powers of the Treasurer if the Treasurer is absent or it is inconvenient for him to act. Any third person dealing with the Council shall be entitled to presume conclusively that any Assistant Treasurer acting in the capacity of Treasurer was duly authorized to do so. The Treasurer and/or Assistant Treasurer shall prepare a roster of the members and the assessments applicable thereto and a record of the payment of such assessments and such records shall be kept at the principal offices of the Council and shall be open to inspection by any member at any reasonable time during business hours. They shall perform such other duties and have such other powers as the Board may from time to time prescribe, or as the President or Treasurer may from time to time delegate. The Treasurer may delegate certain of the above duties to the manager when approved by the Board.

ARTICLE IV

Manager

Qualifications and Designation. The Board may employ a Manager, whose compensation shall be part of the common expenses. The Manager must be bonded in an amount set by the Board.

Contract. There must be an employment contract with the Manager setting out his rights, duties and compensation. The Contract shall provide that it is revocable by the Board by majority vote.

Duties. The Board shall delegate to the Manager's of the Board's rights and duties it deems appropriate, in addition to those specified below:

- (a) Care, upkeep and surveillance of the condominium and the common elements and facilities and the limited common elements and facilities.
- (b) Billing and collecting assessments from the owners.

- (c) Keeping a book with a detailed account of the receipts and any other expenses incurred by, or in behalf of, the condominium. Both the book and the vouchers accrediting the entries made thereon shall be available for examination by all the Co-Owners at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by an auditor outside of the organization. No expenditure may be authorized by the Manager which is not contained with the current budget unless it is amended by Board action.
- (d) Designation and dismissal of the personnel necessary for the maintenance and operation of the condominium, the common elements and facilities and the limited common elements and facilities.
- (e) Without limiting the rights of any owner, action may be brought by the Manager, or other persons designated by the By-Laws or the Council of Co-Owners, in either case in the discretion of the Council of Co-Owners, on behalf of two or more of the apartment owners, as their respective interests may appear, with respect to any cause of action relating to the common elements of more than one apartment.

Sales and Rental Agency. The Manager may act as a non-exclusive sales or rental agent for those owners wishing to enter into individual contracts with him. The Board may rent office space to the Manager for the conduct of this business.

ARTICLE V

OBLIGATION OF OWNERS

Monthly Assessment. On or before the first day of the first month each year and on each succeeding month of the year covered by the annual budget, each owner shall pay to the Managing Agent or the Board or such other person as the Board may designate, as his respective monthly assessment for the common expenses, one-twelfth (1/12th) of his proportionate share of the common expenses for such year as estimated in and shown by such annual budget. Such proportionate share for each owner shall be in the ratio of his respective ownership in the common elements as set forth in the Declaration. The Board, Manager or other person authorized to collect and receive such monthly assessments shall receive and hold

the same in trust as trustee for each of the owners and shall use, pay and expend the same for the purposes authorized by said Council, Declaration, these By-Laws or resolution of the Council or Board, for the mutual and common good and benefit of the owners. The Board or Manager may cause a statement to be sent to each until owner for his respective assessment each month, but the failure to send or receive any such statement during any month shall not relieve the obligation or excuse the failure to pay same or any part thereof when due. In the event that the Board shall not approve an estimated annual budget for a new fiscal year and notifies each owner of such, each owner shall continue to pay each month the amount of his respective monthly assessment as last determined.

Other Assessments. All owners of units in the condominium project are bound and obligated to contribute, when lawfully assessed by resolution of the Council of Co-Owners, or the Board of Directors, their pro-rata part, in the same percentages established for undivided ownership of the general common elements by Paragraph Seven (7) of the Enabling Declaration. The Board shall have full power and authority to assess or charge the members of the Council for funds required for the expenses of administration, upkeep, maintenance and repair of the common elements. Each assessment shall be due and payable by each member at the time and in the manner set forth in the resolution fixing such assessment. In the absence of specific provision therefor in such resolution, each assessment shall be due and payable on or before ten (10) days from and after the date of the adoption of such assessment, and shall be payable to the bank designated as depository by the Board or at such other location as may be designated by the Board by notice to the members.

The Board shall institute a program where the base assessment required to be adjusted to allow for a ten percent (10%) discount if the full amount is paid, received in person, or postmarked on or before the 15th of each month.

No Waiver or Abandonment. No owner shall be relieved of his obligation to pay his assessments or common expenses by abandoning or not using or occupying the apartment belonging to him or by waiving or abandoning his rights or privileges to use or enjoy the common elements or any part thereof, nor under any other circumstances so long as his ownership continues.

Liens and Sanctions. If any owner shall fail or refuse to pay his pro rata part of the common and personal expenses or utilities, or any part thereof, the amount thereof not paid shall constitute a lien against his apartment subject to certain prior liens and subject to foreclosure as provided for in the Declaration. The Board may direct the Manager to disconnect any and all utilities paid by the Council of Co-Owners for any delinquent unit, after notice by certified mail, return receipt requested, giving at least

fifteen (15) days notice. Reasonable costs for disconnecting and connecting utilities under such circumstances shall be charged to the delinquent unit owner.

Payment of Assessments or Charges upon Sale or Conveyance.

Upon the sale or conveyance of a condominium unit, all unpaid assessments against a Co-Owner for his pro-rata share in the expenses assessed shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- (a) Assessments, liens, and charges in favor of the state and any political subdivision thereof for taxes past-due and unpaid on the unit; and
- (b) Amounts due under mortgage instruments duly recorded.

Common Elements. Every owner must promptly perform all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender. However, any repairs to the common elements in an individual unit and any damage to an individual unit caused by the common elements shall be the obligation of all the unit owners. No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc. on the exterior of the buildings or that protrude through the walls or the roof of the buildings, except as authorized by the Board of Directors. An owner shall reimburse the Council of Co-Owners for an expenditure incurred in repairing or replacing any common elements and facilities damaged through his negligence.

Elevators. All repairs, replacement, maintenance, insurance and any other expense for each elevator shall be at the joint cost of the joint owners of that elevator as set out in paragraph (1) (a) of the Declaration.

Individual Units. All the repairs of internal installations such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the owner's expense. An owner shall not make interior or exterior structural modifications or alterations to his unit without previously notifying the Council of Co-Owners in writing, through the Manager, if any, or through the President of the Board of Directors, if no Manager is employed. The Council of Co-Owners through said Manager or President of the Board shall have the obligation to answer within thirty (30) days, and failure to do so within said time shall mean that there is no objection to the

proposed modification or alteration. However, if such owner shall be notified of any reasonable objection thereto, then such owner shall not make such structural modifications or changes.

Access. The Management Agent, if one is employed, or any other person authorized by the Board of Directors or the Council of Co-Owners may enter any apartment in case of serious emergency originating in or threatening such apartment, whether the owner is present at the time or not. An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right to entry shall be immediately.

Use of Premises.

(a) All apartment units shall be used and occupied for residential purposes only.

(b) An owner shall not place or cause to be placed in the lobbies, halls, vestibules, stairways, elevators, if any, or other areas of a similar nature any furniture, packages, or objects of any kind. These areas shall be used for no other purpose than for normal transit through them.

(c) No resident of the condominium project shall post any advertisements or posters of any kind in or on the buildings except as authorized by the Board of Directors.

(d) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb residents, in accordance with the published house rules.

(e) It is prohibited to hang garments, rugs, or any other items from the windows or from any of the facades of the buildings.

(f) It is prohibited to dust rugs or any other items from the windows, or to clean rugs or any other items by beating on the exterior part of the building.

(g) It is prohibited to place garbage or trash outside the disposal installations provided for such purposes in the service areas.

(h) Reasonable and customary regulations for the use of the swimming pool recreation areas will be promulgated hereafter and publicly posted at such places.

(i) No nuisances shall be allowed upon the condominium

project, nor any use or a practice which is the source of annoyance to occupants or owners or which interferes with the peaceable or peaceful possession and proper use of the property by its occupants and/or owners. All parts of the condominium project shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No owner or occupant shall permit any use of his unit or make any use of the general common elements which will constitute a nuisance or annoyance to the occupants or owners of other units.

(j) No immoral, improper, offensive or unlawful use shall be made of the condominium units nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies have jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium project shall be the same as the responsibility for the maintenance and repair of the property concerned.

(k) Reasonable regulations concerning the use of the condominium project may be made and amended from time to time by the Board of Directors of the Council.

ARTICLE VI

MISCELLANEOUS

Amendments. These By-Laws may be amended by an affirmative majority vote of the Council of Co-Owners in a duly constituted special meeting for such purpose or in any regular meeting, or by mail as provided for in Section 2.10 of these By-Laws.

Effect of Invalidity. If a court of competent jurisdiction shall adjudge to be invalid or unconstitutional any clause, sentence, subsection, or section of these By-Laws, such judgment or decree shall not affect, impair, invalidate, or nullify the remainder of these By-Laws, but the effect thereof shall be confined to the clause, sentence, subsection or section of these By-Laws so adjudged to be invalid or unconstitutional.

CHARLES W. HOFFMAN

 President

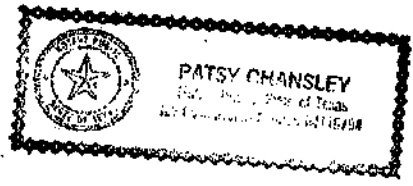
THE STATE OF TEXAS *

COUNTY OF NUECES *

BEFORE ME, the undersigned authority, on this day personally appeared Charles A. Hoffman, President Anchor Resort Co-Owner's Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Nov GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of Nov, 1993

[Signature]
Notary Public, State of Texas



C

14300 SOUTH PADRE ISLAND
CORPUS CHRISTI, TX. 78418

FILED FOR RECORD
DOC# 886976 \$37
12-09-1993 12:32:57
ERNEST M. BRIONES
NUECES COUNTY

STATE OF TEXAS
COUNTY OF NUECES

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

DEC 9 1993



[Signature]
COUNTY CLERK
NUECES COUNTY, TEXAS

Any provision herein which prohibits the Sale, Rental or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status or National Origin, is invalid and unenforceable under FEDERAL LAW, 8/12/89.

2000 Nonjudicial Foreclosure

STATE OF TEXAS

Doc# 2000019096

COUNTY OF NUECES

**ANCHOR RESORT
RESOLUTION APPOINTING AN ATTORNEY/TRUSTEE
TO CONDUCT NONJUDICIAL FORECLOSURE SALES**

WE, THE UNDERSIGNED, being all of the members of the Board of Directors of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation (the "Association"), do hereby consent, to the adoption of the following stipulations and resolutions:

WHEREAS, the Association is composed of members who are owners of units in the Anchor Resort condominium project, a condominium regime created by the Declaration filed of record in the Condominium Records of Nueces County, Texas (the "Declaration"); and

WHEREAS, the Association has a continuing lien, as provided by the Declaration and Section 82.113 of the Texas Property Code, on the Unit and appurtenant interests of each unit owner in the condominium to secure all assessments and other sums due and owing to the Association by the unit owner; and

WHEREAS, Texas Property Code, Section 82.113(d), provides for the applicability of Section 82.113 to Anchor Resort Condominiums as follows:

"By acquiring a unit, a unit owner grants to the Association the power of sale in connection with the

ANCHOR/RESOLUT.NFS

Association's lien. By written resolution, a Board may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. Except as provided by the Declaration, an Association shall exercise its power of sale pursuant to Section 51.002."

Section 82.002(c), Texas Property Code provides for the applicability of Section 82.113 to Anchor Resort Condominiums.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors does hereby name, constitute and appoint Michael G. Morris, whose address is 5350 South Staples, Suite 222, Corpus Christi, Texas 78411, as Trustee, with all powers delegated by the terms of the Declaration and Texas Property Code, for the purposes hereinafter provided, and does hereby request and authorize him, Michael G. Morris, Trustee, to take all action and do all things reasonable or necessary to non-judicially foreclose the lien of the Association upon and to sell such property as is covered by the Association lien, of any owner who is in arrears in the payment of sums covered by such lien, at such time or times and as and when directed by the President of the Association, in order to satisfy any such Unit owner indebtedness in arrears, and in making any such sale, the Trustee shall convey the property to the purchaser by deed with general warranty binding the unit owner, but subject to such prior liens as provided by the Declaration and Texas Property Code, and the recitals in the Trustee's Deed are and shall be prima facie evidence of the regularity of the sale.

ANCHOR/RESOLUT.NFS

BE IT FURTHER RESOLVED that, by resolution of the Board of Directors filed of record in the real property records of the Nueces County Clerk, the Trustee appointed herein may be removed at any time, with or without cause, and if he is removed or if he fails, refuses or ceases, for any reason or without any reason, to serve, another person may be appointed to serve and to exercise the power of sale and conduct foreclosure sales on behalf of the Association.

BE IT FURTHER RESOLVED that this document may be signed in duplicate originals and it shall not be effective unless a duplicate original is signed by each Director shown below.

BE IT FURTHER RESOLVED that if any part of this resolution is invalid or void or is declared to be so, then said part shall be severed from the balance of this resolution and said invalidity shall not affect the balance of this resolution, the balance of the resolution to be read as if said invalid or void portion thereof, were not included.

BE IF FURTHER RESOLVED, that the remedy or remedies afforded by this resolution are not exclusive, but rather, are in addition to, any and all other remedies available at law or in equity.

IN WITNESS WHEREOF, the undersigned have signed this document to be effective on the date it is signed by the last of the undersigned to sign said document or a duplicate original of said document.

ANCHOR/RESOLUT.NFS

SIGNED on _____, 2000.

Hobart House, Director

SIGNED on _____, 2000.

Sharon Lucas, Director

SIGNED on *May 6,* _____, 2000.

Glenda Cates

Glenda Cates, Director

SIGNED on _____, 2000.

Diane Burge, Director

SIGNED on _____, 2000.

Chuck Hoffman, Director

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared **Hobart House**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this _____ day of _____, 2000.

Notary Public

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared **Sharon Lucas**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this _____ day of _____, 2000.

Notary Public

ANCHOR/RESOLUT.NFS

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Nueces §

Before me, the undersigned authority, on this day personally appeared **Glenda Cates**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this 6th day of May, 2000.



Belinda Taylor
Notary Public

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared **Diane Burge**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this _____ day of _____, 2000.

Notary Public

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared **Chuck Hoffman**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this _____ day of _____, 2000.

Notary Public

After Recording Return To:

Michael G. Morris
Attorney at Law
Frost Bank Building
5350 So. Staples, Suite 222
Corpus Christi, Texas 78411

ANCHOR/RESOLUT.NFS

SIGNED on _____, 2000.

Hobart House, Director

SIGNED on May 6, _____, 2000.

Sharon Lucas

Sharon Lucas, Director

SIGNED on _____, 2000.

Glenda Cates, Director

SIGNED on _____, 2000.

Diane Burge, Director

SIGNED on _____, 2000.

Chuck Hoffman, Director

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared Hobart House, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this _____ day of _____, 2000.

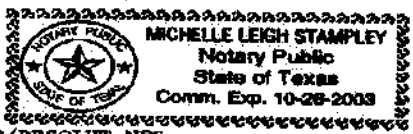
Notary Public

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Nueces §

Before me, the undersigned authority, on this day personally appeared Sharon Lucas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this 6th day of May, 2000.



Michelle Leigh Stampley
Notary Public

ANCHOR/RESOLUT.NFS

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared **Glenda Cates**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this _____ day of _____, 2000.

Notary Public

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared **Diane Burge**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this _____ day of _____, 2000.

Notary Public

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared **Chuck Hoffman**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this _____ day of _____, 2000.

Notary Public

After Recording Return To:

Michael G. Morris
Attorney at Law
Frost Bank Building
5350 So. Staples, Suite 222
Corpus Christi, Texas 78411

ANCHOR/RESOLUT.NFS

SIGNED on 5-6-2000, 2000.

Robert J. Hobart
Hobart House, Director

SIGNED on _____, 2000.

Sharon Lucas, Director

SIGNED on _____, 2000.

Glenda Cates, Director

SIGNED on May 6th, 2000.

Diane Burge
Diane Burge, Director

SIGNED on 5-6-2000, 2000.

Chuck Hoffman
Chuck Hoffman, Director

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Nueces §

Before me, the undersigned authority, on this day personally appeared **Hobart House**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this 6th day of May, 2000.



Belinda Taylor
Notary Public

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared **Sharon Lucas**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this _____ day of _____, 2000.

Notary Public

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared **Glenda Cates**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this _____ day of _____, 2000.

Notary Public

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Musges §

Before me, the undersigned authority, on this day personally appeared **Diane Burge**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this 6th day of May, 2000.

Belinda Taylor
Notary Public

ANCHOR/RESOLUT.NFS



ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Nueces §

Before me, the undersigned authority, on this day personally appeared **Chuck Hoffman**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Director of Anchor Resort Condominium Council of Co-Owners, Inc., a Texas Nonprofit Corporation.

Given under my hand and official seal of office, this 6th day of May, 2000.



Belinda Taylor
Notary Public

Book 2000019096
Pages 15
05/11/2000 09:56:35 AM
Filed & Recorded in
Official Records of
NUECES COUNTY
ERNEST H. BRIGHER
COUNTY CLERK
Fees \$37.00

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



Ernest H. Brigher
COUNTY CLERK
NUECES COUNTY, TEXAS

After Recording Return To:

28/19
Michael G. Morris
Attorney at Law
Frost Bank Building
5350 So. Staples, Suite 222
Corpus Christi, Texas 78411

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

2004 Occupancy Limits

STATE OF TEXAS
COUNTY OF NUECES

§
§
§

CERTIFICATE OF MANAGEMENT

This Certificate is filed pursuant to Section 82.116 Texas Property Code which requires that an Association shall record in each county in which any portion of the condominium is located a certificate, signed and acknowledged by an officer of the association, providing the following information:

- (1) the name of the condominium is Anchor Resort a/k/a Puerto Del Padre.
- (2) the name of the association is Anchor Resort Co-Owners Association, Inc.
- (3) the location of the condominium is Corpus Christi, Nueces County, Texas
- (4) the recording data for the declaration is Volume 17, Page 39 of the Condominium Records of the County Clerk of Nueces County, Texas.
- (5) the mailing address of the association, or the name and mailing address of the person or entity managing the association is Anchor Resort, 14300 South Padre Island Drive, Corpus Christi, Texas 78412.

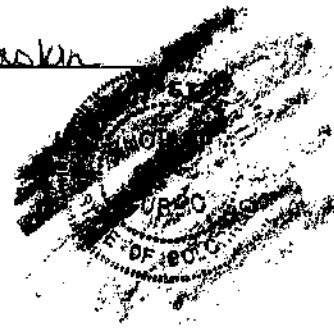
Anchor Resort Co-Owners Association, Inc.

By: *Robert (Hobie) House*
Hobie House, President

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by Hobie House in his capacity as President of Anchor Resort Co-Owners Association, Inc., a Texas non-profit corporation, on this 25th day of November, 2003 to certify which witness my hand and seal of office.

MY COMMISSION EXPIRES 10/22/2005
11767 W. Ken Caryl Ave
Littleton, CO 80127

Nancy Staskin
Notary Public



Anchor R\Cert.of Management

After recording return to:

5/6
(E) Michael G. Morris
Attorney at Law
5350 South Staples, Suite 222
Corpus Christi, TX 78411

Book 210364732
Pages 2
12/04/2003 04:04:06 PM
Filed & Recorded in
Official Records of
NUECES COUNTY
ERNEST M. BRIONES
COUNTY CLERK
Fees \$11.00

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

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

 *Ernest M. Briones*
COUNTY CLERK
NUECES COUNTY, TEXAS

Anchor R\Cert.of Management

**By- Law Change
Anchor Resort Co- Owners Association**

Currently Reads: By-laws Amendments: Article V use of Premises Reads:
All apartment units shall be used and occupied for residential purpose only.

Additions to Article V: No unit shall have more occupants in it than it can sleep.

- 4 guests per Garden Studio unit
- 6 guests per large unit
- 8 guests per Penthouse unit

Exceptions can be made with prior approval from management.

REFER TO Doc # 886976

Robert Seaman

 Vice President
 Anchor Resort Board
 Of Directors

State of: Texas
 County of: Nueces

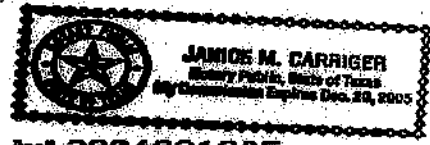
The foregoing instrument was acknowledged before me this 5th day of
May, by Robert Seaman.

Witness my hand and official seal.

Notary Public: 

My Commission expires: _____

Return to:
 Robert Seaman
 15410 Fortuna Bay #3004
 Corpus Christi, Tx. 78418



Doc# 2004021285
 # Pages 1
 05/05/2004 11:54:45 AM
 Filed & Recorded in
 Official Records of
 NUECES COUNTY
 ERNEST W. BRIONES
 COUNTY CLERK
 Fees \$13.00

STATE OF TEXAS
COUNTY OF NUECES

I hereby certify that this instrument was FILED in File Number _____
Sequenced on the date and at the time stamped herein by me, and
was duly RECORDED, in the Official Public Records of
Nueces County, Texas




 COUNTY CLERK
 NUECES COUNTY, TEXAS

Any provision herein which restricts the Sale, Rental or use
of the described REAL PROPERTY because of Race, Color,
Religion, Sex, Handicap, Familial Status or National Origin, is
invalid and unenforceable under FEDERAL LAW 3/12/80

2004 Background Checks


**RESOLUTION OF MEMBERS OF
ANCHOR RESORT CONDOMINIUMS**

At a meeting of the Members duly called and held on the date hereinafter stated, the Members resolved and do hereby RESOLVE as follows:

That Anchor Resort By-Laws Article IV, which provides in relevant part as follows: "Sales and Rental Agency. The Manager may act as a non-exclusive sales or rental agent for those owners wishing to enter into individual contracts with him. The Board may rent office space to the Manager for the conduct of this business.", is hereby amended by adding the following:

"Each tenant or renter of a unit must register at the inception of the term of his stay at the front desk, provide name, address, telephone numbers, driver's license or other government issued picture identification, and such other information as may be reasonably required by management, and a tenant background check, including such information as is reasonably required by management, must be provided by the Owner to management and approved by management."

Passed at a meeting held October 30, 2004.

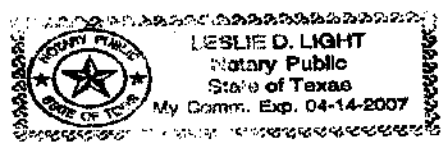


Hobie House, Chairman of the Board
and President of the Association

ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by Hobie House in his capacity as Chairman of the Board and President of the Anchor Resort Co-Owners Association, Inc., a Texas non-profit corporation, on this 30 day of Oct., 2004, to certify which witness my hand and seal of office.

Leslie D. Light
Notary Public



Return to:
Anchor Resort
14300 S.P.D.
Corpus Christi, TX 78418
ATTN: Manager

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



Shirley J. Barrera
COUNTY CLERK
NUECES COUNTY, TEXAS

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

Doc# 2004061203
Pages 2
11/20/2004 07:42:43 PM
Filed & Recorded in
OFFICIAL RECORDS OF
NUECES COUNTY
DINAH T. BARNER
COUNTY CLERK
Fees \$15.00

2006 Marina Limits

**RESOLUTION AMENDING BY LAWS
OF ANCHOR RESORT**

At a meeting of the members of the Anchor Resort Co-Owners Association, Inc., i.e. Council of Co-Owners, duly called and held on the date hereinafter stated, the Association found and resolved and does hereby FIND and RESOLVE as follows:

The Association FINDS that it is in the best interest of the condominium project and would promote and is necessary for the safe, secure, economical, uniform, fair and efficient operation and management of the project to amend the By Laws as hereinafter set forth;

THEREFORE, BE IT RESOLVED as follows:

PART A. All By Laws provisions and Board rules inconsistent or in conflict herewith are hereby repealed.

PART B. Existing By Laws Article VI titled "Miscellaneous" is re-designated Article VII.

PART C. A new Article VI of the By Laws is hereby adopted:

Article VI. Boat Slips.

Section 1. Definitions:

- a. Owner is a person or entity with an ownership interest in a unit.
- b. Unit is an apartment in Anchor Resort Condominium Project.
- c. Slip is a boat slip of Anchor Resort Association, there being forty-four (44) boat slips, all of which are general common elements.

Section 2. Rental of Slips:

ResolutionAmendingByLaws.Rentals

a. The Association may lease its slips, pursuant to written lease approved by the Board, to any person under these rules. Anyone who wants a slip must file an application with the Board, or its representative, on a form containing the information therein required.

b. Priority shall be given in the following order, the hereinafter defined tenant classes having priority in the order indicated, highest priority being given to Class 1, then Class 2, and lastly Class 3:

Class 1. Owners who, on the effective date of this Resolution, have an assigned slip occupied by a boat which is compliant with these rules.

Class 2. Owners who, on the effective date of this Resolution, do not have such a slip.

Class 3. All other persons.

Persons in the same Class shall be given priority as against others in the same class on the basis of the order in which they filed a completed application for a slip. In the event there are insufficient slips to fill all requests, the lease of a lower class tenant shall be terminated in order to accommodate the application of a higher class tenant (but no person may in the same fashion displace another person of the same Class). All tenants shall make and execute the written lease approved by the Board.

c. The Association may, on twenty (20) days written notice, terminate any class (3) lease at any time with cause as found in the sole and absolute discretion of the Board, including, but not limited to, violation or non-compliance with a Resolution Amending Bylaws, Rentals

term, provision or condition of the Declaration, By-Laws or rules of the Association, this resolution, the Lease, or the provision of false or incorrect information in the application or lease. The Association may without cause terminate all rentals or any class of rentals and may change its boat slip rental policies at any time and in any way in its sole and absolute discretion.

- d. No person may transfer his slip to any other person.
- e. Upon sale of a unit, with respect to which a slip is rented to an owner, the owner of that unit becomes a Class 3 tenant.
- f. No liveaboards are allowed.
- g. No commercial use of boats or slips is allowed by owners, other than the pickup and drop off of customers by fishing guides whose boats are not docked in a slip.
- h. Boats must be licensed and certified by the Texas Parks & Wildlife, must be in good, clean, safe, orderly, seaworthy, mechanically sound and attractive condition at all times, must at all times be operated safely with due care for the safety of persons and property, covered by liability insurance with limits no less than \$100,000 per occurrence, per annum, and must be safely, properly and securely moored to the slip when parked in the slip.
- i. One transient slip shall be maintained by the Association at all times and not leased except to transient tenants.
- j. No owner of a unit to which a Class 1 or 2 boat slip is assigned and no person who has an ownership interest in an entity which is the owner of such a unit shall be (1) an owner of any other boat occupying a boat slip or an owner of

an entity which is the owner of such a boat or (2) the owner of any other unit to which a boat slip is assigned or the owner of an entity which owns such a unit. Only unit owners may own a boat which occupies a Class 1 or 2 slip. If there are multiple (more than one) owners of a unit to which a Class 1 or 2 boat slip is assigned, they must all be co-owners of the boat which is assigned to that slip. The following scenarios are provided as examples illustrative of the application of these rules in some of the more likely to occur of situations involving assignment of Class 1 and 2 boat slips. The provisions of this sub section j are applicable only to Class 1 and 2 boat slips.

- (1) **Assume: Mr. A owns Units #6 and 7 and owns two boats. He is only eligible for assignment of one boat slip to one of his units to house one of his boats. A unit owner may have only one slip.**
- (2) **Assume: Mr. G owns Unit 15 and a corporation, of which Mr. G is sole shareholder, owns Unit 16; Mr. G owns a boat and the corporation owns a boat. A slip can be assigned to Unit 15 for Mr. G's boat or to Unit 16 for the corporation's boat but slips can't be assigned to both.**
- (3) **Assume: Mr. D owns Unit 9; Mr. D and Mr. E own Unit 10; Mr. D owns a boat and Mr. D and Mr. E own another boat together; Mr. D has a slip assigned to his Unit 9 for his boat. A slip cannot be assigned to Unit 10 since an owner of Unit 10 (Mr. D) already has a slip. In this situation, if Mr. E also owned Unit 11 and owned a boat, he would then be eligible for a slip for Unit 11 for that boat.**

- (4) **Assume: XYZ Corporation owns Unit #3; Mr. M and Mr. N are the shareholders of the corporation; the corporation is the owner of a boat; a slip is assigned to Unit #3 for this boat; Mr. N owns Unit #5 and another boat. Mr. N would not be eligible for a slip assignment for Unit #5. For this purpose, he is treated as an owner of Unit #3 and an owner can have only one slip.**
- (5) **Assume: Mr. X owns Unit #1; Mr. Y does not own a unit; Mr. X and Mr. Y are partners in the ownership of a boat. A slip cannot be assigned to Unit #1 for this boat. Only unit owners may own a boat assigned to a boat slip. No slip could be assigned to any boat owned even in part by Mr Y since he is not a unit owner. If Mr. X were the sole owner of the boat or Mr. Y together with Mr. X owned Unit #1, the boat would be eligible because then the unit owners and boat owners would be the same, all unit owners would be owners of the boat and vice versa.**
- (6) **Assume ABC Corporation owns Unit #2, Mr. S and Mr.T are the shareholders of the corporation. Any boat the corporation wants to house in a slip assigned to its unit must be owned by ABC Corp. and no one else can own an interest in that boat. If either Mr. S or Mr. T in his individual capacity owns the boat or an interest in it, the boat will not be eligible for slip assignment, because the identity of the unit owners and boat owners must be identical.**

k. Rental shall be paid in an amount or amounts and on a basis in accordance with Board rules.

l. All rentals shall be paid at the offices of the Association at 14300 South Padre Island Drive, Corpus Christi, Nueces County, 78418.

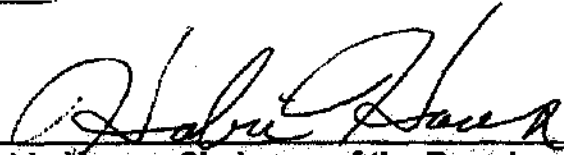
m. The Board shall have authority to make rules regulating boats and boat slips so long as those rules do not conflict with these By Laws or the Declaration.

n. Anchor Resort is not responsible for damage to any boat using its slips. The slips are accepted by lessees and all occupants AS IS.

PART D. Effective Date.

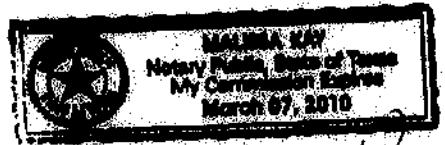
The effective date of this Resolution is October 28, 2006. Passed at meeting

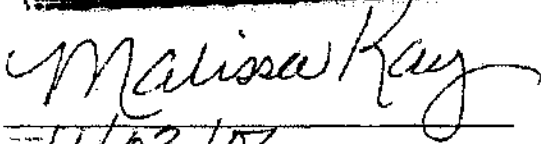
held October 28, 2006.


Hobie House, Chairman of the Board and
President of the Association

ATTEST:

_____, Secretary




11/03/06

This instrument was acknowledged before me, a notary public for the state of Texas on November 3, 2006 by Hobie House, Chairman of the Board and President of the Association.
Resolution Amending ByLaws.Rentals

1993 – 2014 Amendments (7)

BYLAW AMENDMENTS OF ANCHOR RESORT CO-OWNER'S ASSOCIATION, INC.

[formerly known as Puerto Del Padre Condominiums]

This document is designed to recognize, record and publish Resolutions that have been duly passed by the members of the Anchor Resort Co-Owner's Association Inc. formerly known as Puerto Del Padre Condominiums. All Resolutions were passed at the indicated meeting of the members of the Anchor Resort Co-Owner's Association, Inc., duly called and held on the respective dates.

Anchor Resort Co-Owner's Inc. found that in the best interest of Anchor Resort Co-Owner's Inc. that each were necessary for the safe, secure, economical, uniform, fair and efficient operation and management of Anchor Resort Co-Owner's Inc. and are set forth as follows:

Article II add**Board of Director – Delinquent Account**

Any Board of Directors member who is more than 30 days past due in payment of maintenance fees or special assessment charges may not vote at any Board meeting. Any Board of Directors member 45 days past due can be removed from the Board of Directors and his/her replacement appointed/elected.

Effective Date

The effective date of this Resolution is October 28, 1995. Passed at meeting held October 28, 1995.

Article II Method of Voting

Amended to read: Nominations shall be taken for all proposed Board of Directors members. From this slate of nominees each co-owner will vote for the candidate or candidates of their choice. The candidates with the greatest number of votes will be the new Board of Directors member/ members.

Effective Date

The effective date of this Resolution is October 28, 1995. Passed at meeting held October 28, 1995.

Article 1 Voting Rights

Amended to read: No Co-Owner who is more than 30 days delinquent in the payment of any assessment, charge, fee or other sum due from such Co-Owner to the Council, shall be entitled to vote as a Co-Owner upon any matter unless and until all such delinquent sums shall have been paid to the Council in full.

Effective Date

The effective date of this Resolution is October 30, 1999. Passed at meeting held October 30, 1999.

Article VI add

Window Frames. All window frames are included as maintenance.

Effective Date

The effective date of this Resolution is October 30, 1999. Passed at meeting held October 30, 1999.

Article III Officers.

"The officers shall receive no compensation." Amended to read:

The officers shall receive no compensation or reimbursement except for reasonable transportation expenses for attending board meetings.

Effective Date

The effective date of this Resolution is October 27, 2001. Passed at meeting held October 27, 2001.

Article VI add

Owner/Employee. It is hereby resolved, that no person who is an owner of legal title or equitable title or who has an equitable interest by way of contract for deed to or in a unit in Anchor Resort may be employed in any capacity by Anchor Resort.

Effective Date

The effective date of this Resolution is October 26, 2002. Passed at meeting held October 26, 2002.

Article V Other Assessments Paragraph 2

Amended to read: The Board shall institute a program where the base maintenance required shall be adjusted to allow for a ten percent (10%) discount if the base maintenance amount is paid, received in person or postmarked on or before the 15th of each month.

Effective Date

The effective date of this Resolution is October 27, 2001. Passed at meeting held October 27, 2001.

I certify that the above Bylaw Amendments are the true and accurate depiction of what was passed at the respective above stated meetings.

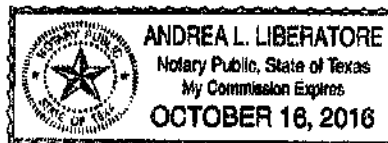
R Dean Lucas

R Dean Lucas, Secretary

This instrument was acknowledged before me on the 22nd day of April, 2015, by R Dean Lucas in his capacity as Secretary of Anchor Resort Council of Co-Owners, Inc.

Andrea L. Liberatore

Notary Public for the State of Texas
County of Nueces



Doc# 2015014784
Pages 5
04/22/2015 4:51PM
e-Filed & e-Recorded in the
Official Public Records of
NUECES COUNTY
KARA SANDS
COUNTY CLERK
Fees \$27.00

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

STATE OF TEXAS
COUNTY OF NUECES
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED IN FILE NUMBER SEQUENCE ON THE DATE AND
AT THE TIME STAMPED HEREON BY ME AND WAS DULY
RECORDED IN THE OFFICIAL PUBLIC
RECORDS OF NUECES COUNTY TEXAS



Kara Sands
COUNTY CLERK
NUECES COUNTY, TEXAS

CERTIFICATE FOR FILING DEDICATORY INSTRUMENTS
OF ANCHOR RESORT CO-OWNERS ASSOCIATION, INC.

[formerly known as Puerto Del Padre Condominiums]

Anchor Resort Co-Owners Association, Inc. is the property owners' association for the Anchor Resort condominium regime, formerly known as Puerto Del Padre Condominiums, the Declaration of which is filed under Document No. 944313 of the Records of the County Clerk of Nueces County, Texas and at Volume 17, Page 39 of the Condominium Records of Nueces County, Texas. Attached hereto is a true and correct copy of Anchor Resort Rules and Regulations, a dedicatory instrument of the aforesaid condominium regime.



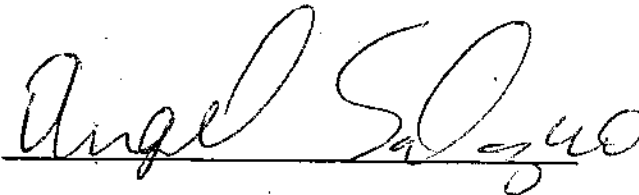
Mark McKay, President

STATE OF TEXAS §

§

COUNTY OF NUECES §

This instrument was acknowledged before me on the 15 day of April, 2021, by Mark McKay in his capacity as President of Anchor Resort Co-Owners Association, Inc.



Notary Public

AFTER RECORDING RETURN TO:

Mr. Mark J. McKay, President
Anchor Resort Co-Owners Association, Inc.
Law Offices of Mark J. McKay
110 Broadway St Ste 530
San Antonio, TX 78205-1937



Anchor Resort Condominiums & Marina

[aka PUERTO DEL PADRE CONDOMINIUM]

14300 South Padre Island Drive
 Corpus Christi, Texas 78418
 361-654-0090 Fax 361-949-7064

ANCHOR RESORT 2021 RULES & REGULATIONS

CONDOMINIUM RULES AND REGULATIONS APPLICABLE TO OWNERS, TENANTS, AND GUESTS EFFECTIVE April 7, 2021

The following rules and regulations have been adopted to enhance living enjoyment, aesthetic beauty, and property values. These rules and regulations are automatically a part of each rental and each owner is responsible for seeing that their tenants have a copy and abide by them. Copies are available by mail or at the management office. You are encouraged to ask your neighbors to follow the rules. Please report any complaints about violations to the Board in writing.

These rules and regulations will be strictly enforced. Please remember they apply to all owners and their families, tenants, and guests. If they are violated by the owner or his family, tenants, or guests, the owner will be responsible for corrective action, damages, and fines.

These House Rules and Regulations govern the buildings, lobby, marina, pool areas and grounds and must be adhered to by all residents. The word "residents" herein applies to condo owners, families of owners, tenants, guests, invitees, and licensees. Licensees being defined as any person renting for less than 30 days specifically includes short term rentals. Condo owners have, however, the ultimate responsibility for enforcement of the rules and for the actions of persons occupying or visiting their condos.

1. **STORAGE OF PROPERTY IN COMMON AREAS INCLUDING THE MARINA:** No property may be stored temporarily or permanently on sidewalks, lawns, parking lots, garages, assigned parking spaces, atriiums, decks, or other common areas without prior written consent from the Board or management. This includes appliances, building supplies and other materials including wood. If an owner has an assigned parking space and wishes to store items, they will be required to erect some form of enclosure to store the item. All plans for structures will be required to have prior written permission from the architectural board. Additionally, no items will be permitted to be stored on top of the utility stands [structure that currently supports the air conditioning condos and water heaters]. Items stored below the utility stand must fit within the confines of said structure.
2. **ATRIUMS, DECKS, GARAGES, CARPORTS, ENTRY WAYS WALKWAYS AND CONDOMINIUMS:**
 - a. These areas shall be kept clean and neat by residents.
 - b. Absolutely no fire or health hazard will be tolerated.
 - c. Garages should be kept free of excessive automobile oil leaks, paint stains, and debris.

- d. Decks should be kept free of trash, weeds, pet droppings, and odors. A condo owner will be charged for any necessary cleanup if, after notice, the problem is not corrected.
 - e. All owners and residents must keep their condominiums uncluttered, clean, sanitary, and free of any accumulations of debris, filth, rubbish, and garbage.
 - i. Housekeeping must be of a level that will not cause unwanted sanitation and/or maintenance problems.
 - ii. A cluttered housekeeping situation is a potential fire hazard AND a potential pest control issue and must be eliminated.
 - iii. Housekeeping standards must be such that the condo:
 - 1. Is aesthetically acceptable.
 - 2. Is not an environment that supports the existence of pests or bugs
 - 3. Is not offensive or noxious to neighbors or common area
 - f. No owner may enclose their parking space or change the original appearance without prior written approval from the architectural board.
3. NO CLOTHES ETC. ITEMS: No clothes, towels, bathing suits, etc. may be hung anywhere visible outside the confines of the condo.
4. WINDOWS AND ENTRANCE DOORS: The Board has the right and the responsibility to control the visual attractiveness of the complex, including the right to require removal of objects which are visible from the common area and which detract from the property's appearance. Blinds and drapes must be in good repair, hung properly and showing white to the outside. No aluminum foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window. Broken window panes must be replaced promptly by the owner. All atrium sliding glass doors must be replaced with white French doors with white mini-blinds contained within the window. It is recommended that they be manufactured by Masonite for uniformity. Penthouse condo's third floor entrances are not currently required to change their sliding glass windows; however they may also use white French doors on the top floor or they may enclose one wall and use one white door, similar in appearance to the atrium French doors. There can be no enclosed walls that contain windows on the third-floor entrances. The choices for the third-floor entrance is either French doors, white with the white miniblinds contained within the window that mimic the atrium French doors or one white door with miniblinds contained within the window and the other side sealed off with matching materials similar to the surrounding walls on the third floor. All modification must be pre-approved in writing by the architectural Board.
5. ARCHITECTURAL CONTROL: In accordance with Declaration Covenants, Conditions, and Restrictions, Article XII, no alterations to building walls, either interior common area or limited common area or exterior common area, may be made without first obtaining, in writing, the approval of the Board of Directors. A copy of the detailed plans for all such work must be approved prior to the start of the work. City and PIPOA building permits may also be required. All necessary permits shall be obtained by the owner. No exterior modifications which affect the appearance of common and or limited common shall be made without approval of the Board in writing. Failure to follow this rule and regulation can result in the destruction of the altered structure and the rebuilding to the original specifications at the owner's expense as well as daily fines.

6. TRASH AND OTHER DISCARDED ITEMS:

- a. Garbage, refuse, rubbish, or other discarded items shall not be left or deposited, even temporarily, on common areas except inside dumpsters located on property.
- b. Large discarded items [furniture, appliances, mattresses, tires, etc.] must be hauled off the complex by the owner/resident. Such items will not be picked up by the garbage disposal service. If items are left, a work order will be issued and cost of removal will be billed to the owner.
- c. When renovation work is performed inside a condo [new tile, carpeting, plumbing fixtures, cabinets, etc.] either arrangements should be made with the contractor to haul this refuse off the complex or the owner/resident should haul it off themselves. No amount of this type of refuse should be placed in the dumpsters. There will be a \$250.00 [Two Hundred Fifty Dollar] fine for violation of this Rule. There will be no warnings. Owners are responsible for their residents and contractors.

7. NOISE:

- a. Condo owners and residents shall refrain from playing radios, televisions, stereos, amplified musical instruments and other electrical or mechanical devices, inside or outside so loud that they may be heard outside the condo or through the common walls.
- b. Doors and windows must be shut when playing television, stereos, and similar sound equipment at sound levels objected to by any condo owner, tenant, or management representative. Between the hours of 10:00 p.m. and 9:00 a.m. noise throughout the complex should be kept to a minimum. This includes loud racing of vehicle motors.
- c. Owners and contractors performing work shall do so within the hours of 9:00 AM and 5:00 PM. If excessive noise is expected during renovation or work projects, it is suggested that the management is notified in advance.

8. NUISANCES:

- a. No unsafe, noxious, offensive or illegal activity or odor is permitted on the Property.
- b. No activity shall be conducted on the property which in the judgment of ordinary sensibilities or might be reasonably calculated to reduce the desirability of the property or quality of living.
- c. No exterior loudspeakers or flashing lights shall be allowed.
- d. No person may do anything that will increase insurance rates for the property, or which may cause improvements to be uninsurable or which may cause any policy to be canceled, suspended, or materially modified by the issuing company.

9. ANCHOR RESORT AMENITY USAGE

- a. Only authorized owners, residents and licensees are allowed to use Anchor Resort Amenities
- b. Anchor Resort amenities include, but are not limited to:
 - i. Indoor pool and enclosed pool decking
 - ii. Outdoor pool and enclosed pool decking, raised lounge area & cabana area
 - iii. Marina galley and grilling area
 - iv. Fishing pier and fish cleaning stand
 - v. 'Central park' grilling & picnic area at center of property
 - vi. Fitness center
 - vii. Library
 - viii. Conference room
 - ix. Laundry facility
 - x. All restroom facilities located on property

- c. Authorized owners, residents and licensees:
 - i. Are subject to all rules and regulations.
 - ii. All guests must be accompanied by a Owner, resident or licensee
 - iii. All persons using amenities do so at their own risk.
 - iv. Children under the age of sixteen (16) must be accompanied by an adult.
- d. Unauthorized activities will result in amenity privileges being revoked and/or violation fine(s) assessed to the owner.
- e. Unauthorized activities include, but are not limited to, the following:
 - i. Pets are not allowed in the pool or pool area. This includes anywhere inside of the fenced-in outside pool area or within the fenced-in atrium area which contains the in-door pool.
 - ii. Glass containers are prohibited in the pool or fenced in area around the pool.
 - iii. For the safety and protection of others using the pool, persons with skin abrasions, colds, inflamed eyes, contagious conditions, or infections, or wearing bandages are not to use the pool.
 - iv. Public intoxication of any type on Anchor property is prohibited. Owners will be responsible for their residents and licensees.
 - v. If owner or renter experiences anyone intoxicated or any emergency, they should contact local police first, on-duty security and then management.
 - vi. There will be absolutely no harassment by any owner or their residents at any of the amenity areas. If an individual believes that they are being bothered, they should report the person immediately and the individual causing the bothersome behavior will be ejected from the amenity area or property and/or violation fine(s) assessed to the owner.
- f. Licensees are subject to immediate removal from premises for violations of rules and regulations of amenities by security or management, without prior notice to owner.

10. PETS & ANIMALS:

- a. Anchor Resort Owner: No more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat shall be permitted to be kept, harbored, or stay in any Anchor Resort condo. In addition, tropical fish and small caged birds are permitted. No other type or kind of pet is permitted other than domesticated dogs, domesticated cats, tropical fish and small caged birds.
- b. Anchor Resort Long Term Rental Guest: No more than one (1) dog or one (1) cat shall be permitted to be kept, harbored, or stay in any Anchor Resort condo. In addition, tropical fish and small caged birds are permitted. No other type or kind of pet is permitted other than domesticated dogs, domesticated cats, tropical fish and small caged birds.
- c. An owner or long term rental guest who keeps or maintains any pet upon any portion of the property shall be deemed to have indemnified and to have agreed to hold the condominium free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet at Anchor Resort.
- d. Only authorized animals are allowed at Anchor Resort. Authorized animals are:
 - i. Animals belonging to an Anchor Resort owner or a long-term rental resident.
 - ii. Animals that are in compliance with all applicable governmental laws, ordinances, rules and regulations be they the State of Texas, Nueces County, City of Corpus Christi, Texas or Padre Island Property Owners Association.
 - iii. Animals that are current with regard to shots/vaccinations required by the state, county, city or PIPOA.

- iv. Animals that are registered with the Anchor Resort management office. Only owners and long-term rental residents may obtain approval to keep a pet at Anchor Resort.
- v. Animals that cause a disturbance will result in fines.
- vi. Each animal shall be no more than 35 pounds.
- e. Unauthorized animals include, but are not limited to, the following:
 - i. No animals belonging to short term, daily rental guests [licensees].
 - ii. No animal is allowed within any fenced-in area surrounding either the indoor or outdoor pool, recreation center or fitness center.
 - iii. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance.
 - iv. No animal may be boarded for hire or remuneration on the property, and no kennels or breeding operation will be allowed.
 - v. No animal shall be allowed to run at large. Animals which are permitted shall be kept on a leash.
 - vi. Leashes may not be tied to anything in common areas and must be held by a person who can control the animal at all times.
 - vii. No animal shall be left alone on any patio or balcony.
- f. Pet waste stations are available several places on property and must be used. A condo owner or long-term rental guest shall immediately pick up and remove any solid animal waste deposited by a pet.
- g. If an animal is in violation of the restrictions, the Board may remove the animal from the property and place the animal with the local humane society or proper governmental authority.
- h. Pet registration—
 - i. All pets must be registered with the association; failure to register a pet may result in a continuing daily fine. Only the unit owner may obtain approval to keep a pet in the association.
 - ii. Non-owners must obtain approval from the unit owner, who must complete the registration on their tenant's behalf and submit the application to the association office before a pet may be approved to be kept in the unit.
 - iii. The owner is responsible for tenant's compliance with these rules. Pet registration forms are available at the association office.
 - iv. No long-term rental resident may bring a pet on Anchor Resort property prior to the registration being submitted and approved.
 - v. A copy of the city's license for a dog or cat, a pet photo, and \$20 fee are required.
- i. Service animals and emotional support animals shall be registered with association office.
 - i. Service and emotional support animals shall be in compliance with all applicable governmental laws, ordinances, rules and regulations be they the State of Texas, Nueces County, City of Corpus Christi, Texas or Padre Island Property Owners Association.
 - ii. Service and emotional support animal shall comply with applicable Anchor Resort Rules & Regulations.

11. **CHILDREN:** Each owner is responsible for the conduct of children who are residents, tenants or guests in his condo. No children's toys may be left outside on common areas. Children 10 years of age or younger must be directly supervised by a responsible adult while in common areas. No children should be left unattended in a condo. Children under the age of 16 are allowed in the pools only with responsible adult supervision. No children may use skateboards, bicycles, in line skates, etc. on common roadways throughout complex or in garages.
12. **CRIMINAL ACTIVITY:** While on Property, no person may violate any criminal laws, health codes, or other applicable laws. There shall be no marring, defacing or tampering with water, lighting, panel boxes, meters, sprinklers, or other common property. Owners will be responsible for their residents. Residents and licensees will face immediate eviction for violation of this rule and the owner will be responsible for all attorney's fees and court costs. Residents and licensees shall be required to indemnify Anchor Resort Condominium Association for any damage done to the property.
13. **SOLICITATIONS:** No type of solicitation [door-to-door sales, etc.] is allowed unless specifically authorized by the Board of Directors in writing. Violations should be reported immediately. No garage/lawn sales are allowed unless approved by the management in writing.
14. **HURRICANES AND SEVERE WINTER FREEZES:** When a hurricane is approaching, it is the owner's responsibility, working with the residents, if necessary, to secure his property. This would include placing window covers or supports and/or securing or removing loose items from decks, entrance ways, garages and boats.
 - a. When a severe winter freeze warning is issued, again it is the owner's responsibility, working with the resident if necessary, to leave water dripping from faucets or to take other precautions.
 - b. Remember, an empty condo is particularly vulnerable during a winter freeze.
 - c. In the event of an extended absence during a hurricane season or mid-winter, owners or residents should notify the Board as to the person to be contacted in an emergency. This applies to boat owners also.

15. MOTOR VEHICLES & MOTORCYCLES:

- a. Vehicles: Only authorized motor vehicles, golf carts, motorcycles, motor boats and sailing boats are allowed at Anchor Resort.
 - i. All Authorized vehicles and motorcycles must:
 - ii. Register with Anchor Resort management office;
 - iii. Display the Anchor Resort parking permit at all times when on property;
 - iv. Display current license plates;
 - v. Display current inspection sticker;
 - vi. Display current registration sticker.
- b. Unauthorized vehicles and activities include, but are not limited to, the following:
 - i. Vehicles which do not meet criteria of item 14C.
 - ii. Vehicles which have flat tires.
 - iii. Inoperable vehicles of any type.
 - iv. Vehicles which contain excessive trash or garbage.
 - v. Recreational vehicles must be parked or stored off property.
- c. General vehicle information:
 - i. All vehicles must fit in parking spot and must remain within cross line. Uncovered parking areas, [general parking] are available on a first-come basis, with the exception of spaces specifically designated for the handicapped.
 - ii. To alleviate traffic congestion all residents are required to use their assigned garage parking space first and then up to one additional vehicle may be parked in the outside parking.
 - iii. No automobiles or vehicles may be repaired or worked on while parked on the property except for washing or cleaning [with a flow control device attached to the hose,] tire changing or minor engine service. Otherwise, vehicles must be serviced or repaired off property. Any oil or other vehicle fluid spilled on the property must be cleaned up immediately.
 - iv. No parking is allowed on sidewalks, in driveways, or on grass. No parking is allowed by any fire lane or by dumpsters. Vehicles parked in violation may be towed away without notice at owner's expense.
 - v. Speed limit is 5 m.p.h.
 - vi. Unauthorized vehicles in violation of these rules may be removed and stored without permission of the vehicles' owner or operator. Notice and removal shall be accordance with Chapter 684 of the Texas Transportation code [formerly Article 6701g-2]. A vehicle owner is liable for all costs of removal and storage of an unauthorized vehicle.

16. MOTOR BOATS & SAILING BOATS: Only authorized motor boats & sailing boats are allowed at Anchor Resort Marina.

- a. All Authorized motor boats and sailing boats must:
 - i. Be in operating condition;
 - ii. Display current county, state, national or international registration stickers;
 - iii. Maintain a clean and maintained appearance;
 - iv. Display an Anchor Resort marina tag or decal.
 - v. Be registered with Anchor Resort management office. The following is a minimum requirement for a vessel to be considered authorized:
 1. Proof of liability insurance or other insurance to protect the Anchor Resort;

2. All Owners, their residents or slip rental license customers who maintain a boat at Anchor Resort must be the registered owner of the boat, with their name on the vessel registration title or certificate;
3. All Owners, their residents or slip rental license customers must sign a "Boat Slip Rental/Usage License Agreement" prior to Anchor Resort allowing the boat into a slip. Owner or resident will not be allowed to maintain a boat at Anchor Resort without such agreement being on file at the management office.
4. Boat slip [owner or lease] requires a \$500 deposit.
5. Marina slip rentals for any short-term rental, tenant or licensee will be subject to a charge of \$15.00 per day. All individuals using marina slips on a limited basis must show proof of liability insurance and provide a written waiver of liability against anchor resort.

b. General Vessel Information:

- i. Anchor owners may be fined for violation of marina rules. Anchor owners may be fined for violation of marina rules BY THEIR RESIDENTS AND LICENSEES.
- ii. No boat and/or trailer will be permitted to be parked and stored on Anchor Resort property.
- iii. The use of boat slip is free for owners (See paragraph F for electrical usage). This free usage of a boat slip does NOT transfer to an owner's rental guest. Rental guests pay a fee to Anchor Resort for the use of a boat slip.
- iv. Any boat or watercraft not following these guidelines will be deemed unauthorized. Owner will be given proper notice to rectify the violation. If not corrected, management will, at owner's expense, have the vessel removed. Anchor owners will be responsible for any fines levied against the owner and/or their residents.
- v. There will be NO OVERNIGHT occupants on any vessel. No sleeping overnight.

c. Electrical Usage Including Air Conditioning and Heating Condos on Boats:

- i. In the event that a boat owner utilizes any form of electric usage to their boat or dock area, there will be a fee.
- ii. Infrequent or periodic use of electrical service is free.
- iii. Owners that use electrical service for more than 7 days per month will be charged a fee of \$25 per month. This fee is subject to periodic increases.
- iv. The use of electrical service for air conditioning, heating or other 'heavy usage' purposes will be charged 5.00 per day.

17. PLUMBING AND WATER LEAKS:

- a. Each owner shall be responsible for promptly fixing leaks and maintaining plumbing, plumbing fixtures, lavatories, sinks, tubs and air conditioning condensate water systems inside their condo in good condition.
- b. An owner shall be strictly liable for damages caused by water leaks from plumbing, as mentioned above, plus dishwashers, hot water heaters, aquariums, water beds or air conditioning condensate water systems in their condos.
- c. If the Board deems it necessary to make immediate or emergency repairs inside an owner's condo, the owner shall reimburse the Association for the cost thereof. Further, the condo which is responsible for the damage will be responsible for all repairs.

- d. Owners who sustained damage to their condo caused by another shall be responsible to seek reimbursement from the owner causing the damage, not Anchor Resort.
 - e. Further, the cost to unstop drains in the common elements shall be borne by the owner if it is determined that the owner or his tenant/guest has misused the drains or commodes to dispose of insoluble objects such as disposable diapers, wipes, or hygiene products etc. No kitchen oils or grease should be poured down the drains.
18. DECKS: Prior to building a deck that attaches to a condo, or any outside structure, the owner must have prior written approval from the architectural board and provide a copy of all plans and permits secured for its' building. The owner is responsible for the initial painting of the deck to match the color of the outside building or trim. The paint color must be approved in writing by the architectural board in advance.
19. BARBECUING: Barbecue pits must be used in accordance with local fire codes. Grills cannot be stored in garage parking areas or Anchor Resort common areas. Charcoal lighter fluid cannot be stored in garage areas or in the garage utility stands.
20. POOL RULES:
- a. Only authorized owners residents and licensees are allowed to use the swimming pool facilities.
 - b. Authorized owners residents and licensees
 - i. Are required to wear or have a pool band for each person when using any pool
 - ii. Are subject to all rules and regulations.
 - iii. All guests must be accompanied by a owner, resident or licensee and have a current pool band.
 - iv. No Lifeguard is on duty. All persons using the pool do so at their own risk.
 - v. All persons must shower before entering the pool.
 - vi. Children under the age of sixteen (16) must be accompanied by an adult.
 - c. Unauthorized activities will result in pool privileges being revoked or owner fined. Unauthorized activities include, but are not limited to, the following:
 - i. No Diving allowed. No running, no pushing, no wrestling, no ball playing, no jumping, or any rough play in or about the pool.
 - ii. Pets are not allowed in the pool or pool area. This includes anywhere inside of the fenced-in outside pool area or within the fenced-in atrium area which contains the in-door pool.
 - iii. Glass containers are prohibited in the pool or fenced in area around the pool.
 - iv. For the safety and protection of others using the pool, persons with skin abrasions, colds, inflamed eyes, contagious conditions or infections, or wearing bandages are not to use the pool.
 - v. Public intoxication of any type on Anchor property, especially in or around any of the pool areas, is prohibited. Owners will be responsible for their residents.
 - vi. If owner or renter experiences anyone intoxicated or any emergency, they should contact local police first, on-duty security and then management.
 - vii. No grilling (BBQ's) of any form (charcoal, propane etc.) is allowed within the fenced-in outdoor area surrounding the pool.
 - viii. Children under the age of two (2) are not allowed in the pool.
 - ix. There will be absolutely no harassment by any owner or their residents at the pool area allowed. If an individual believes that they are being bothered, they should

report the person immediately and the individual causing the bothersome behavior will be ejected from the pool area and fined.

- x. No climbing on or jumping from structures surrounding the pool areas.
- d. Pool Information
 - i. The outside pool is open from 8:00 A.M. until 10:00 P.M. The inside pool is open from 8:00 A.M. until 10:00 P.M.
 - ii. Owners, residents or licensees who are observed to be violating pool regulations will be asked to leave the pool area immediately. Violations may also result in a fine and/or a revocation of owner pool privileges.
 - iii. Parents or guardians who accompany children must remain with the children during the time the children are in the pool area and are responsible for the children's actions. The guardian/parent is also responsible for any and all damage that may occur.
 - iv. The Association and its agents assume no responsibility for any accidents or injuries in connection with use of the pool. Persons using the pool release and indemnify the Association and its members and agents from any claims in connection with any loss of life or personal injury or damage to or loss of personal property.
 - v. Any person responsible for any property damage or loss will be responsible for the cost thereof.
 - vi. The Association is not responsible for any loss or damage of personal property of any kind. Residents/guests are cautioned against leaving unguarded valuables in the pool area.
 - vii. Owners are ultimately responsible for the actions of their residents.
- e. Use of the swimming pools requires the owner or resident have a current pool band.
 - i. The number of pool bands per condo will equal the occupancy limit of said condo.
 - ii. Replacement pool bands can be obtained at the management office.
 - iii. Replacement pool bands cost \$15.00 each.
- f. The pool may be closed by Management at any time if judged necessary.

21. RENTING: Only owners and authorized residents are allowed at Anchor Resort.

- a. Authorized residents must comply with the following rules and regulations:
 - i. REGISTRATION:
 - 1. Each tenant or renter of a condominium must register at the inception of the term of their stay.
 - a. Registration and obtaining a parking permit are mandatory and can be accomplished at the management office during regular business hours.
 - 2. Short term/vacation guest registration can be accomplished by the rental agent providing the required information to the management office.
 - a. If the rental agent registers a guest, the guest must still obtain parking permit at the management office.
 - ii. Providing rental guests with property rules/regulations, pool bands and pool rules is the responsibility of the owner or the owner's management company.
 - iii. OCCUPANCY LIMITS: Occupancy limits are as follows
 - 1. Four (4) guests per Garden Studio [efficiency] condo

2. Six (6) guests per large [one bedroom] condo
3. Eight (8) guests per Penthouse condo
- iv. LONG TERM RENTAL:
 1. Long term rentals are 15 days or longer: All owners wishing to lease their condo for 15 days or longer must receive prior written approval from the Board or management concerning their prospective tenants background check.
 2. Individual with intermittent stays at Anchor Resort that cumulate to more than 15 days are deemed 'long term' and require a background check.
 3. PRIOR to moving into the condominium, all prospective tenants, guests, or other individuals, 17 years of age or older, who will occupy the condo, must pass a background check [per applicable law] at owner's expense.
 4. Background checks are performed exclusively by Anchor Resort.
- b. Background checks are performed to maintain the good moral character of Anchor Resort.
 - i. Anchor Resort prohibits owners from renting to any person who has been convicted or are currently charged with a felony, sexual based offense, a person with multiple misdemeanor convictions or any other crimes of moral turpitude. This prohibition extends to guests of renters or tenants.
 - ii. Any owner renting a condo to a long-term tenant without receiving prior approval shall be subject to a daily fine.
 - iii. This rule is not subject to grand fathering with the exception of Winter Texans who have rented at least 2 previous years.
- c. All owners who currently rent to individuals monthly, semi-annually or on an annual basis must secure a background check of their tenants within fifteen (15) days of the adoption of these rules and regulations.
- d. Anchor Resort requires each authorized rental guest or tenant to read and initial the rental guest memo of understanding (MOU) upon registering with the Anchor Resort management office.
 - i. For the owners' convenience, a number of documents have been drafted that will assist in the rental of your condo. These are available from the management office and include:
- e. What an owner needs to know about renting out their condominium.
- f. Rental Guest: Memo of Understanding [MOU]
- g. This MOU needs to be initialed and signed by tenants and provided to Anchor management prior to condo occupancy.
 1. The MOU is a good document to provide general information to your family, guests and friends who use your condo.
 2. Long Term Rental Process: Getting Started Correctly – A Check List.
 - a. The order in which the long-term rental process occurs is important. This document is a check list for owner or rental agent use.
 - b. Experience shows that allowing occupancy to occur before the initial money and deposits are collected or the background check is

approved by Anchor Resort management can lead to problems later on.

- h. **FACILITY USAGE BY OWNERS, TENANTS, AND OTHERS:** Any owner who is renting their condo to a tenant, relative, lessee, sub lessee or any person other than the owner (hereinafter collectively referred to as "renter") for any period of time, shall be deemed to have transferred the owner's right to use any of the facilities at Anchor Resort. This provision is intended to prevent dual usage of the Anchor Resort facilities by an owner and a renter during any period of a lease. This shall apply whether the lease is oral or written. "Facilities" include, but are not limited to, parking spaces, indoor and outdoor swimming pools, BBQ facilities, fishing docks, and cleaning stations. Anchor Resort shall deem the rental of a condo by an owner as conveying any and all right to use the facilities to the renter for the period of the lease with the exception of a boat slip. An owner may not attempt to circumvent this rule by using the facilities as a guest of their own tenant or of another owner. Management may make limited exceptions; however it must be in writing.
- i. The use of the pool and all other facilities at Anchor Resort shall be limited in number to the same occupancy limits as listed for the stated size of the condo owned or leased. The limits are as follows:
 - 1. Studios or Efficiencies – no more than four (4) persons
 - 2. One Bedroom – no more than six (6) persons
 - 3. Penthouses – no more than eight (8) persons
- j. All short term rentals (referred to as licensees) are subject to immediate fines and removal from the property by management or by security after consultation with management for violations of the Anchor Resort Condominium Rules and Regulations: These rules specifically include, but are not limited to, excess noises, disturbances, too many persons in condos, too many guests of licensee, pool violations, pets on property, pool band violations or any criminal activity.

22. UTILITIES CUTOFF FOR DELINQUENCIES:

- a. After giving 15 days notice to the condo owner by certified mail, return receipt requested at the last known mailing address, and after an attempt by a representative[s] of the Board of Directors or Management to contact the owner by telephone regarding intended termination of all Association-provided services, including, but not limited to electrical, water, cable and telephone (hereinafter collectively referred to as "services") provided to the condo, for reason of nonpayment of sums owed by the condo, the Board may suspend all services to the owner's condo if the owner is more than 30 days delinquent on any sums due to the Association. A condo owner's written statement of extenuating circumstances of why services should not be disconnected or why provided services should be reconnected will be considered by the Board within this 15-day period. However, the decision of whether to terminate services shall be in the sole discretion of the Board or Management, and such decision is final. The Board shall have the right to inform all tenants of the existence of this rule and send notices to condo owners and their tenants of the Board's intent to enforce the rule. The Board will also notify the condo owners and their tenants when the services have in fact been cut off.
- b. The 15-day notice described above will be provided to owners only one time during a calendar year (January 1 – December 31). Thereafter, if an owner or tenant becomes

delinquent more than 30 days in one calendar year, no additional notice will be provided prior to the termination of services. Owners are now on notice that if they or their tenants have received a 15-day notice to terminate their services within the calendar year, upon any 30 day delinquency, the condo services will be immediately terminated. Upon said 30 day delinquency, a collection letter will be forwarded by the condominium's attorney at a minimum cost of approximately \$175.00 per letter and additional late fees will be assessed by Anchor Resort. Please note that this fee is subject to periodic increases. If no payment is received, a foreclosure proceeding will commence and the owner will be responsible for all costs associated with the foreclosure. The minimum charge for said lawsuit is approximately \$1800.00, plus court cost and foreclosure may be completed in three months.

23. FINES: The Board may levy fines on condo owners for any violation of the Rules & Regulations by owner or any person occupying an Anchor Resort condo, including guests and licensees.
- a. In an effort to achieve Zero Tolerance, no warning shall be required to issue a fine for the 1st violation or any continuing violations.
 - b. All owners are deemed notified and warned of the violation & fines by receipt of this document
 - c. The fines shall be as follows:
 - i. 1st Violation - \$50.00
 - ii. 2nd Violation - \$100.00
 - iii. 3 d Violation - \$200.00
 - iv. All subsequent violations - \$200.00 per violation
 - v. Fines are subject to each violation of Rules & Regulations and shall be issued on a per day violation.

Notice of the fine or fines assessed, shall be given to the condo owner. Notice shall include nature of violation, the date of the violation and the amount of fine. If the condo owner or their representative disputes the violation, they must request a hearing within 10 working days, in writing. All hearing requests must be sent by certified mail or delivered in person to the association office. Upon request, an investigation shall be conducted by the Board or it's representative, and a determination shall be made as to whether or not a violation has occurred. The Board will make a final determination as to any violation. The above fine schedule does not apply to the trash disposal fine listed above. Please note that if a hearing is requested, it does not exempt the owner from receiving additional violation notices including fines, if the prohibited condition continues.

24. RIGHT TO RENT: If any owner is delinquent in the payment of any sum due the Association for a period of 60 days or more, the Board may [so long as the default continues] demand and receive the rent directly from the owners' tenant. All proceeds will first be applied to the owners' arrearages and a refund will be provided in the event of a surplus.

25. CHANGE OF OWNER SHIP: Each owner is responsible for giving prior written notice to the Association of any change of ownership and any change in the owner's mailing address for the

notice purposes. At the request of an owner, a resale certificate will be created for the title company or owner to indicate any monies due. There is a charge for each time a resale certificate is generated by Anchor Resort or their contractors. Each owner is responsible for the payment of regular assessments on his condo without the necessity of notice or demand being sent by the Board.

26. **APPLICATION OF FUNDS:** At the Board's option, the Association may apply monies received from owners to either assessments or non-assessment items [such as late charges, hot check charges, damages, etc.] regardless of notations on checks. As a general rule, any monies received by the Board are applied to the oldest debt first.
27. **VENUE:** All sums due and all obligations owing under the Declaration, By-Laws, and Rules of the Association shall be paid and performed in Nueces County, Texas. Any legal action must maintain jurisdiction in Nueces County, Texas
28. **ATTORNEY FEES:** The Board may recover from any condo owner attorney fees incurred by the Association in collecting monies, preparing or recording lien notices, foreclosing liens, prosecuting lawsuits and otherwise enforcing the Declarations, By-Laws, Rules or other laws against an owner, owner's family, guests, or tenants.
29. **OUTSIDE CONTRACTORS:**
- a. **SIGN IN:** All contractors must stop by the management office prior to conducting work at Anchor to pick up a copy of Anchor Resort rules and regulations for contractors.
 - b. **OWNER RESPONSIBILITY:**
 - i. All contract work must meet with the license & permit requirements of City of Corpus Christi, Nueces County and the State of Texas.
 - ii. In the event that a contractor causes damage to Anchor Resort property or another privately owned condo, the owner who retained the contractor is ultimately responsible for the damage and its repair.
 - iii. Accidents do happen during construction. Owners are advised to review their insurance and the insurance of the contractor with regard to accidents during construction.
 - c. **ARCHITECTURAL CONTROL:** In accordance with Declaration Covenants, Conditions, and Restrictions, Article XII, no alterations to building walls, either interior common area or limited common area or exterior common area or limited common area, may be made without first obtaining, in writing, the approval of the Board of Directors. A copy of the detailed plans for all such work must be approved prior to the start of the work. City and PIPOA building permits may also be required. All necessary permits shall be obtained by the owner. No exterior modifications which effect the appearance of common and or limited common areas, shall be made without approval of the Board in writing. Failure to follow this rule and regulation can result in the destruction of the altered structure and the rebuilding to the original specifications at the owner's expense. Daily fines may also be levied.

- d. **NOISE:** Owners and contractors performing work shall do so within the hours of 9:00 AM and 5:00 PM. If excessive noise is expected during renovation or work projects, it is suggested that the management is notified in advance.
- e. **TRASH AND OTHER DISCARDED ITEMS:**
 - i. Garbage, refuse, rubbish, or other discarded items shall not be left or deposited, even temporarily, on common areas or limited common areas. The common areas and limited common areas must be clean at the end of every work day.
 - ii. Large discarded items [furniture, appliances, mattresses, tires, etc.] must be immediately hauled off the complex by the owner/resident/contractor. Such items will not be picked up by the garbage disposal service.
 - iii. When renovation work is performed inside a condo [new tile, carpeting, plumbing fixtures, cabinets, etc.] either arrangements should be made with the contractor to haul this refuse off the complex or the owner/resident should haul it off.
 - iv. No amount of contractor refuse/trash is allowed in the dumpsters. There will be a \$250.00 fine for violation of this rule. There will be no warnings. Owners are responsible for their renters, tenants, and contractors.
- f. **PLUMBING AND WATER LEAKS:** Each owner shall be responsible for promptly fixing leaks and maintaining plumbing, plumbing fixtures, lavatories, sinks, , tubs, etc. inside the condo in good condition. An owner shall be strictly liable for damages incurred anywhere [including adjacent condos] caused by water leaks from plumbing, dishwashers, water heaters, aquariums, water beds or other water sources in their condo.
 - i. **UTILITY SHUT OFF:** Utility shut down is to be performed ONLY by Anchor Resort staff.
- g. **MOTOR VEHICLES:** Parking space is at a premium at Anchor Resort.
 - 1. Speed limit is 5 m.p.h.
 - 2. All owners, tenants, guests and contractors will be issued a vehicle parking permit which must be displayed at all times when on property.

30. MISCELLANEOUS RULES:

- a. **WORK ORDERS:** All work orders for maintenance or repair must be in writing and delivered to management.
- b. **SMOKING:** Anchor Resort is primarily a non-smoking facility.
 - i. Smoking is not allowed inside of any building, atrium, office or stairways.
 - ii. Smoking inside of personal condos is at the discretion of the owner
 - iii. Please dispose of all cigarette butts properly. On the ground or in the canal is not proper disposal.
 - iv. Common courtesy when smoking in the presence of others is requested.
- c. **WORKING RELATIONSHIPS BETWEEN OWNER AND ANCHOR RESORT:**
 - i. No Owner of a condo can be an employee or contractor, either directly or indirectly with Anchor Resort.

- d. No skateboards, bicycles, in line skates, etc. on common roadways, parking lots, garages or sidewalks throughout Anchor Resort.
 - e. Public intoxication of any type on Anchor property is prohibited. Owners will be responsible for their residents.
31. FEES: The fees for Anchor employees to correct a violation of these Rules and Regulation will be 1.5 times the current work order hourly rate [one (1) hour minimum charge] plus any material or other expenses.
32. NON INTERFERENCE: The Anchor Resort Owner's Association's staff and contract employees work under the direction of the General Manager. Condo owners and residents may not direct or interfere with the work of any staff member or contract employee. Any person interfering with any person engaged in the business of Anchor Resort shall be fined \$250. This shall be a board of directors' determination, majority of the board.
33. CONDO KEYS AND KEYPADS:
- a. You may add or change the locks to your condo; however, you must deposit a duplicate key or keypad code with the management office. Failure to provide management office with duplicate key or keypad code may result in a fine
 - b. If a key or key code is not deposited, emergency entry to your condo will be at your risk and expense.
 - c. If a key or key code is not deposited, owner will be responsible for providing access for pest control treatment and any other required inspection.
 - d. After hours lockout service is \$65.00.
34. PROHIBITED PARKING: No temporary or permanent parking is available for boats on trailer, trailers, recreations vehicles or over-sized vehicles.

Anchor Resort Co-Owner's Association, Inc.

14300 South Padre Island Drive
Corpus Christi, Texas 78418
361-654-0090 Fax 361-949-7064

Consent resolution of the Board of Directors of Anchor Resort Co-Owner's Association, Inc. hereby FIND and RESOLVE as follows: AMENDING RULES AND REGULATIONS OF ANCHOR RESORT CO-OWNERS ASSOCIATION, INC.

1. The undersigned, by signature or email response, being all of the directors of this corporation and acting in accordance with state law and the bylaws of this corporation, consent to the adoption of the following as if it was adopted at a duly called meeting of the board of directors of this corporation.
2. By unanimous consent of the board of directors of this corporation hereby FIND and RESOLVE as follows: AMENDING RULES AND REGULATIONS OF ANCHOR RESORT CO-OWNERS ASSOCIATION, INC.
3. Therefore, it is RESOLVED, that the corporation AMENDS THE RULES AND REGULATIONS OF ANCHOR RESORT CO-OWNERS ASSOCIATION, INC.
4. The Board of Directors of the Association FINDS that it is in the best interest of the condominium project and would promote and is necessary for the safe, secure, economical, uniform, fair and efficient operation and management of the project to amend the Rules and Regulations as hereinafter set forth.
5. THEREFORE, BE IT RESOLVED as follows: the Board of Directors of the Anchor Resort Co-Owners Association, Inc. adopts the Anchor Resort 2021 Rules and Regulations and directs and authorizes management to record same at the Nueces County Courthouse.
6. The officers and management staff of this corporation are hereby authorized to perform all necessary acts to carry out the purpose and intent of this resolution.
7. April 14, 2021

Signature/email response of Director

DocuSigned by:

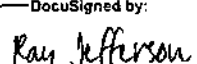
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 Jo Ana Alvarado 4/19/2021

DocuSigned by:

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 Connie Barrera 4/19/2021

DocuSigned by:

 2096AB55D8C9425...
 Thomas Jay 4/19/2021

DocuSigned by:

 0359C9537DAA487...
 Ray Jefferson 4/16/2021

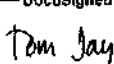
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 Mark McKay 4/15/2021

Being all of the directors of the corporation.

The undersigned, Thomas Jay, certifies that he is the duly elected secretary of this corporation and that the above is a true and correct copy of the resolution that was duly adopted by consent of the board of directors in accordance with state law and the bylaws of the corporation on Date. I further certify that such resolution is now in full force and effect.

Date 4/19/2021

DocuSigned by:

 2096AB55D8C9425...

 Signature of Secretary of Anchor Resort Co-Owner's Association, Inc.

Thomas Jay

Printed Name of Secretary of Anchor Resort Co-Owner's Association, Inc.

**Nueces County
Kara Sands
Nueces County
Clerk**

Instrument Number: 2021020423

eRecording - Real Property

**PROPERTY OWNERS ASSOCIATION MANAGEMENT
CERTIFICATE**

Recorded On: April 26, 2021 11:23 AM

Number of Pages: 20

" Examined and Charged as Follows: "

Total Recording: \$93.00



**STATE OF TEXAS
NUECES COUNTY**

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

Kara Sands
Nueces County Clerk
Nueces County, TX

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

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

File Information:

Document Number: 2021020423
Receipt Number: 20210426000097
Recorded Date/Time: April 26, 2021 11:23 AM
User: Maria H
Station: CLERK07

Record and Return To:

Simplifile
484 North 300 West, Suite 202
Provo UT



ANCHOR RESORT ADMINISTRATIVE GUIDELINES

FOR MORE SPECIFIC INFORMATION SEE ANCHOR RESORT RULES & REGULATIONS

Authorized pets or animals are...	Authorized vehicles are...	Authorized pools users are...	Misc. Rules & Regulations
...registered with management office. This includes service or support animals. 1	...registered with management office and display appropriate parking permit 2	...in possession of a pool pass wrist band. 3	For use of marina slips, please contact management office 4
...domestic dogs or cats only. 5	...have current state vehicle registration sticker 6	...over 16 years of age or accompanied by an adult. 7	Contractors must be licensed, insured and registered with management office 8
Two (2) pets/animals for owners. Max weight 35 pounds 9	...in generally accepted 'running' condition 10	...SOBER. Public intoxication is prohibited. 11	No storage of items on decks, balconies, atriums, parking garage, breezeway or other common areas 12
One (1) pets/animals for long term rental guest. Max weight 35 pounds 13	...NOT leaking fluid into garage area 14	...NOT in possession of any glass containers. This includes items in coolers. 15	No storage of items under decks or other outside common areas 16
Zero (0) pets allowed for short term [less than 15 days stay] rental guests 17	...parked in designated parking spaces. Parking in someone else's assigned parking space is NOT allowed. 18	...NOT pets. Pets are NOT allowed in the pool or the pool enclosure area. 19	For storage of items under the garage utility stands check with management office 20
Pets/animals must be on a leash and the leash must be in the hand of the caretaker 21	...NOT oversized vehicles 22	No diving, running, wrestling, ball playing or rough play allowed. 23	No hanging of clothes, towels, swimwear, etc. anywhere outside of the condo. e.g. railings 24
Pets/animals waste is the caretaker's responsibility 25	Trailers are not allowed to be parked on anchor resort property!! 26	27	Occupancy limits for owners, owner guests, family and renters will be strictly enforced. 28
IMMEDIATE	FINES	FOR	VIOLATIONS

For more detailed information, please request a copy of the Anchor Resort Rules & Regulations – 2021.

EXHIBIT 2-A

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

ANCHOR RESORT CO-OWNER'S ASSOCIATION, INC.
Filing Number: 123797201

Articles Of Incorporation
Certificate of Assumed Business Name

July 14, 1992
September 03, 1998

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 16, 2007.



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: SOS-WEB

Fax: (512) 463-5709

TTY: 7-1-1
Document: 157442310003

EXHIBIT 2-A

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FILED
In the Office of the
Secretary of State of Texas

JUL 14 1992

Corporations Section

ARTICLES OF INCORPORATION
OF
ANCHOR RESORT CO-OWNER'S ASSOCIATION, INC.

ARTICLE I

The name of the Corporation is Anchor Resort Co-Owner's Association, Inc.

ARTICLE II

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the corporation is organized are:

(1) To serve as the "Council of Co-Owners" for the condominium project known as Puerto Del Padre Condominium (Anchor Resort), a condominium project located in Musces County, Texas and the regime for which it was established by the filing of the Condominium Declaration for Puerto Del Padre Condominium, a condominium project;

(2) To provide for and do all activities necessary, useful and expedient to protect, preserve, maintain and repair the general and limited common elements of said condominium project for the use, enjoyment, and benefit of the members of the corporation, and to operate, administer and govern the common affairs of the members of the corporation in connection with said condominium project;

(3) To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of Puerto Del Padre Condominium, a condominium project, as a condominium project in accordance with the Declaration;

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(4) To promote the health, safety and welfare of the residents within the above condominium project;

(5) To exercise the powers and privileges and to perform all of the duties and obligations imposed on the corporation in accordance with the Declaration for Puerto Del Padre Condominium, a condominium project, as such Declaration may hereafter be amended, including, but without limitation, to fix, levy, collect and enforce payment of assessments for such purposes as set forth in the Declaration; to pay all expenses in connection therewith, all expenditures incident to the conduct of the administration and business of the Condominium, all licenses, taxes and other charges as are levied or assessed against the corporation and the common elements; to borrow or raise money for any of the purposes of the corporation in accordance with a valid resolution of the corporation; to draw, make, accept, endorse, and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable and non-negotiable instruments and evidences of indebtedness, and to secure the payment of any debt thereof, and the interest thereof, by mortgage, pledge, security agreement of financing statement, or conveyance or assignment in trust of the whole or of any part of the property of the corporation, whether at the time owned or thereafter acquired; and to sell, pledge, or otherwise dispose of such bonds or obligations of the corporation for its corporate purposes;

(6) To buy, sell and deal in real property, personal property and services, and to have and to exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation laws of the State of Texas by law may now, or hereafter, have to exercise.

Nothing in these stated purposes shall limit any general power conferred upon corporations under the Non-Profit Corporation Act.

The aforesaid statement of purposes shall be construed as a statement of both purposes and of powers, and shall be broadly construed to effectuate its intent.

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ARTICLE V

The street address of the initial registered office of the corporation is 14300 South Padre Island Drive, Corpus Christi, Nueces County, Texas 78418, and the name of its initial registered agent is Charles W. Hoffman.

ARTICLE VI



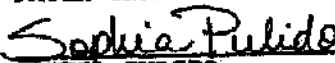
The number of directors instituting the initial Board of Directors is five and the names and addresses of the persons who are to serve as the initial Directors are:

NAME AND ADDRESS

- | | |
|---|--|
| Charles W. Hoffman
6159 Blazing Trail
San Antonio, Texas 78249 | Mrs. Wayne Burge
17560 Fairlawn Dr.
Chagrin Falls, Ohio 44022 |
| Fred Allon
4818 Fern Forrest Cl.
Corpus Christi, Texas 78413 | Rick Mayden
4613 S. Padre Island Drive
Corpus Christi, Texas 78411 |
| Catherine Sullivan
14300 S. Padre Island Drive #200
Corpus Christi, Texas 78418 | |

ARTICLE VII

The name and address of each incorporator is: C. M. Henkel III, 800 CCNB Center North, 500 North Water, Corpus Christi, Texas 78471; Paula Garnett, 800 CCNB Center North, 500 North Water, Corpus Christi, Texas 78471 and Sophia Pulido, 800 CCNB Center North, 500 North Water, Corpus Christi, Texas 78471.

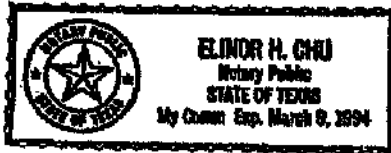

 C. M. HENKEL III

 PAULA GARNETT

 SOPHIA PULIDO

THE STATE OF TEXAS *

COUNTY OF NUECES *

BEFORE ME, the undersigned Notary Public, on this day personally appeared C. M. Henkel III, Paula Garnett, and Sophia Pulido, known to me to be the persons whose names are subscribed to the foregoing document, and being by me first duly sworn, severally declared that the statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 10th day of July, 1992.



Elindor H. Chu
Notary Public, State of Texas

COUNTY OF NUECES



FILED
 In the Office of the
 Secretary of State of Texas
 SEP 03 1998
 Corporations Section

ASSUMED NAME CERTIFICATE

(PLEASE PRINT)

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is ANCHER RESORT CO-OWNER'S ASSOCIATION, INC.
2. The assumed name under which the business or professional service is or is to be conducted or rendered is ANCHER RESORT
3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is TEXAS, and the address of its registered or similar office in that jurisdiction is 14300 SOUTH FRENCH ISLAND DRIVE
CORPUS CHRISTI, TX 78418
4. The period, not to exceed 10 years, during which the assumed name will be used is TEN (10) YEARS
5. The entity is a (circle one):
 - Business Corporation
 - Non-Profit Corporation
 - Professional Corporation
 - Professional Association
 - Limited Liability Company
 - Limited Partnership
 - Registered Limited Liability Partnership

If the entity is some other type of incorporated business, professional or other association, please specify below:

N/A

6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 14300 SOUTH FRENCH ISLAND DRIVE
CORPUS CHRISTI, TX 78418 and the name of its registered agent at such address GABRIEL HARRISON
 The address of the principal office (if not the same as the registered office) is SAME AS ABOVE

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION			For Insurance Company Use:
BUILDING OWNER'S NAME Anchor Resort Condominiums		Policy Number	
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building A (Office)		Company NAIC Number	
CITY Corpus Christi,	STATE TX	ZIP CODE 78418	
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 4B, Block 502, PI-CC, Mariner's Cay			
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) Residential			
LATITUDE/LONGITUDE (OPTIONAL) (## - ## - ### ## or ## ####)		HORIZONTAL DATUM: SOURCE: <input type="checkbox"/> GPS (Type): <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983 <input type="checkbox"/> USGS Quad Map <input checked="" type="checkbox"/> Other: NGVD	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER City of Corpus Christi, 485484		B2. COUNTY NAME Nueces		B3. STATE Texas	
B4. MAP AND PANEL NUMBER 485484-0405	B5. SUFFIX D	B6. FIRM INDEX DATE 8/17/92	B7. FIRM PANEL EFFECTIVE/REVISED DATE 8/17/92	B8. FLOOD ZONE(S) A-13	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 9'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9. <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other (Describe):					
B11. Indicate the elevation datum used for the BFE in B9: <input checked="" type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other (Describe):					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date 1990					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete items C3.-a-i below according to the building diagram specified in item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum: _____ Conversion/Comments: _____

Elevation reference mark used 8.37. Does the elevation reference mark used appear on the FIRM? Yes No

a) Top of bottom floor (including basement or enclosure) 14.45 ft.(m)

? b) Top of next higher floor. N/A, ft.(m)

? c) Bottom of lowest horizontal structural member (V zones only) N/A, ft.(m)

d) Attached garage (top of slab) 5.16 ft.(m)

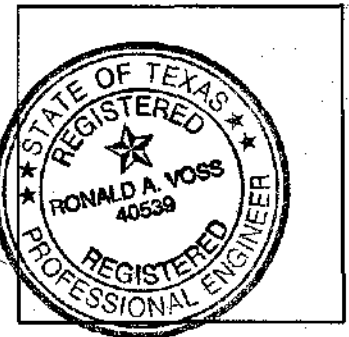
e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area) A/C UNIT = 10.14 / Laundry Room = 5.90, ft.(m)

f) Lowest adjacent (finished) grade (LAG) 5.0 ft.(m)

g) Highest adjacent (finished) grade (HAG) 12.6 ft.(m)

? h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade N/A

? i) Total area of all permanent openings (flood vents) in C3.h N/A sq. in. (sq. cm)

License Number, Embossed Seal,
Signature, and Date**SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION**

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME Ronald A. Voss		LICENSE NUMBER 40539	
TITLE Engineer	COMPANY NAME Voss Engineering, Inc.		
ADDRESS 3756 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE <i>Ronald A. Voss</i>	DATE 1/10/05	TELEPHONE 361-854-6202	

IMPORTANT: In these spaces, copy the corresponding information from Section A.

BUILDING STREET ADDRESS (including Apt, Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.
14300 S. Padre Island Drive, Building A (Office)

CITY
Corpus Christi,

STATE
Texas

ZIP CODE
78418

For Insurance Company Use:

Policy Number

Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete items E1 through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

- E1. Building Diagram Number ___ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)
- E2. The top of the bottom floor (including basement or enclosure) of the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is ___ ft.(m) ___ in.(cm) above the highest adjacent grade. Complete items C3.h and C3.i on front of form.
- E4. The top of the platform of machinery and/or equipment servicing the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E5. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?
 Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

Ronald A. Voss, Voss Engineering, Inc.

ADDRESS
3756 Bratton Road

CITY
Corpus Christi,

STATE
Texas

ZIP CODE
78413

SIGNATURE

DATE
1/10/05

TELEPHONE
361-854-6202

COMMENTS

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

- G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER

G5. DATE PERMIT ISSUED

G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is:

___ ft.(m)

Datum: ___

G9. BFE or (in Zone AO) depth of flooding at the building site is:

___ ft.(m)

Datum: ___

LOCAL OFFICIAL'S NAME

TITLE

COMMUNITY NAME

TELEPHONE

SIGNATURE

DATE

COMMENTS

Check here if attachments

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION			For Insurance Company Use:
BUILDING OWNER'S NAME Anchor Resort Condominiums		Policy Number	
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O., ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building B		Company NAIC Number	
CITY Corpus Christi,	STATE TX	ZIP CODE 78418	
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 4B, Block 502, PI-CC, Mariner's Cay			
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) Residential			
LATITUDE/LONGITUDE (OPTIONAL) (##-##-### or #####)	HORIZONTAL DATUM: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983	SOURCE: <input type="checkbox"/> GPS (Type): <input type="checkbox"/> USGS Quad Map <input checked="" type="checkbox"/> Other: NGVD	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. FIRM COMMUNITY NAME & COMMUNITY NUMBER City of Corpus Christi, 405464		B2. COUNTY NAME Nueces		B3. STATE Texas	
B4. MAP AND PANEL NUMBER 405464-0405	B5. SUFFIX D	B6. FIRM INDEX DATE 01/770	B7. FIRM PANEL EFFECTIVE/REVISED DATE 01/782	B8. FLOOD ZONE(S) A-13	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 9'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9. <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other (Describe): _____					
B11. Indicate the elevation datum used for the BFE in B9: <input checked="" type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other (Describe): _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date 1990					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete Items C3.-a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum _____ Conversion/Comments _____

Elevation reference mark used 3.37. Does the elevation reference mark used appear on the FIRM? Yes No

a) Top of bottom floor (including basement or enclosure) 13.87 ft.(m)

? b) Top of next higher floor N/A ft.(m)

? c) Bottom of lowest horizontal structural member (V zones only) N/A ft.(m)

d) Attached garage (top of slab) 5.19 ft.(m)

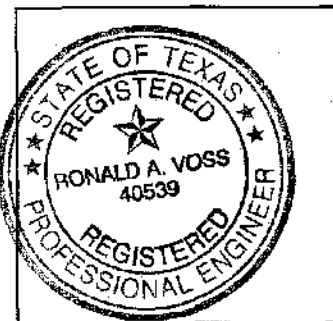
e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area) - A/C UNIT = 9.69 ft.(m)

f) Lowest adjacent (finished) grade (LAG) 5.00 ft.(m)

g) Highest adjacent (finished) grade (HAG) 9.7 ft.(m)

? h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade N/A

? i) Total area of all permanent openings (flood vents) in C3.h N/A sq. in. (sq. cm)

License Number, Embossed Seal,
Signature, and Date

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME Ronald A. Voss		LICENSE NUMBER 40539	
TITLE Engineer	COMPANY NAME Voss Engineering, Inc.		
ADDRESS 3756 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE <i>Ronald A. Voss</i>	DATE 1/10/05	TELEPHONE 381-854-8202	

IMPORTANT: In these spaces, copy the corresponding information from Section A.

BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.
14300 S. Padre Island Drive, Building B

For Insurance Company Use:

Policy Number

CITY
Corpus Christi,

STATE
Texas

ZIP CODE
78418

Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete Items E1 through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

- E1. Building Diagram Number ___ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)
- E2. The top of the bottom floor (including basement or enclosure) of the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is ___ ft.(m) ___ in.(cm) above the highest adjacent grade. Complete items C3.h and C3.i on front of form.
- E4. The top of the platform of machinery and/or equipment servicing the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E5. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?
 Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

Ronald A. Voss, Voss Engineering, Inc.

ADDRESS
3756 Bratton Road

CITY
Corpus Christi,

STATE
Texas

ZIP CODE
78413

SIGNATURE

DATE
1/10/05

TELEPHONE
361-854-6202

COMMENTS

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

- G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER

G5. DATE PERMIT ISSUED

G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is:

___ ft.(m)

Datum: ___

G9. BFE or (in Zone AO) depth of flooding at the building site is:

___ ft.(m)

Datum: ___

LOCAL OFFICIAL'S NAME

TITLE

COMMUNITY NAME

TELEPHONE

SIGNATURE

DATE

COMMENTS

Check here if attachments

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1-7.

SECTION A - PROPERTY OWNER INFORMATION			For Insurance Company Use:	
BUILDING OWNER'S NAME Anchor Resort Condominiums			Policy Number	
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building C			Company NAIC Number	
CITY Corpus Christi,	STATE TX	ZIP CODE 78418		
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 4B, Block 502, PHCC, Mariner's Cay				
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) Residential				
LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ###.###" or ###.####")		HORIZONTAL DATUM: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983	SOURCE: <input type="checkbox"/> GPS (Type): _____ <input type="checkbox"/> USGS Quad Map <input checked="" type="checkbox"/> Other: NGVD	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1: FIRM COMMUNITY NAME & COMMUNITY NUMBER City of Corpus Christi - 485464		B2: COUNTY NAME Nueces		B3: STATE Texas	
B4: MAP AND PANEL NUMBER 485464-0405	B5: SUFFIX B	B6: FIRM INDEX DATE 6/17/70	B7: FIRM PANEL EFFECTIVE/REVISED DATE 9/17/92	B8: FLOOD ZONE(S) A-13	B9: BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 9'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9. <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other (Describe): _____					
B11. Indicate the elevation datum used for the BFE in B9: <input checked="" type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other (Describe): _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date 1990					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete items C3-a-i below according to the building diagram specified in item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum _____ Conversion/Comments _____

Elevation reference mark used 8.37. Does the elevation reference mark used appear on the FIRM? Yes No

a) Top of bottom floor (including basement or enclosure) 13.87 ft.(m)

? b) Top of next higher floor N/A ft.(m)

? c) Bottom of lowest horizontal structural member (V zones only) N/A ft.(m)

d) Attached garage (top of slab) 5.11 ft.(m)

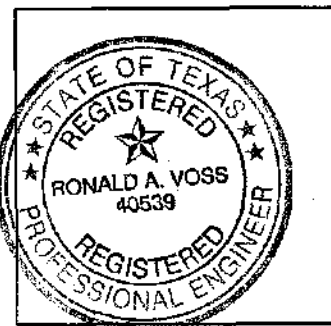
e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area)-A/C UNIT = 9.53 ft.(m)

f) Lowest adjacent (finished) grade (LAG) 5.01 ft.(m)

g) Highest adjacent (finished) grade (HAG) 11.3 ft.(m)

? h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade N/A

? i) Total area of all permanent openings (flood vents) in C3.h N/A sq. in. (sq. cm)

License Number, Embossed Seal,
Signature, and Date**SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION**

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME Ronald A. Voss		LICENSE NUMBER 40539	
TITLE Engineer	COMPANY NAME Voss Engineering, Inc.		
ADDRESS 3756 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE <i>Ronald A. Voss</i>	DATE 1/10/05	TELEPHONE 361-854-6202	

IMPORTANT: In these spaces, copy the corresponding information from Section A.BUILDING STREET ADDRESS (including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.
14300 S. Padre Island Drive, Building C

For Insurance Company Use:

Policy Number

CITY
Corpus Christi,STATE
TexasZIP CODE
78418

Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

 Check here if attachments**SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zone AO and Zone A (without BFE), complete Items E1 through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

- E1. Building Diagram Number __ (Select the building diagram most similar to the building for which this certificate is being completed – see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)
- E2. The top of the bottom floor (including basement or enclosure) of the building is __ ft.(m) __ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is __ ft.(m) __ in.(cm) above the highest adjacent grade. Complete items C3.h and C3.i on front of form.
- E4. The top of the platform of machinery and/or equipment servicing the building is __ ft.(m) __ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E5. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?
 Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

Ronald A. Voss, Voss Engineering, Inc.

ADDRESS

3756 Bratton Road

SIGNATURE

CITY

Corpus Christi,

DATE

1/10/05

STATE

Texas

TELEPHONE

361-854-6202

ZIP CODE

78413

COMMENTS

 Check here if attachments**SECTION G - COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

- G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED
-------------------	------------------------	---

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is: _____ ft.(m)

_____ ft.(m)

Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ ft.(m)

_____ ft.(m)

Datum: _____

LOCAL OFFICIAL'S NAME

TITLE

COMMUNITY NAME

TELEPHONE

SIGNATURE

DATE

COMMENTS

 Check here if attachments

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION			For Insurance Company Use:	
BUILDING OWNER'S NAME Anchor Resort Condominiums			Policy Number	
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building D			Company NAIC Number	
CITY Corpus Christi,	STATE TX	ZIP CODE 78418		
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 4B, Block 502, PI-CC, Mariner's Cay				
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) Residential				
LATITUDE/LONGITUDE (OPTIONAL) (##-##-### or ###.####)		HORIZONTAL DATUM: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983	SOURCE: <input type="checkbox"/> GPS (Type): <input type="checkbox"/> USGS Quad Map <input checked="" type="checkbox"/> Other: NGVD	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. FIRM COMMUNITY NAME & COMMUNITY NUMBER City of Corpus Christi - 485464		B2. COUNTY NAME Nueces		B3. STATE Texas	
B4. MAP AND PANEL NUMBER 485464-0405	B5. SUFFIX D	B6. FIRM INDEX DATE 6/17/70	B7. FIRM PANEL EFFECTIVE/REVISED DATE 9/17/92	B8. FLOOD ZONE(S) A-13	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 9'

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
 FIS Profile FIRM Community Determined Other (Describe): _____

B11. Indicate the elevation datum used for the BFE in B9: NGVD 1929 NAVD 1988 Other (Describe): _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Yes No Designation Date 1990

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
 Complete Items C3. a-j below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
 Datum _____ Conversion/Comments _____

Elevation reference mark used 8.37. Does the elevation reference mark used appear on the FIRM? Yes No

a) Top of bottom floor (including basement or enclosure) 13.91 ft.(m)

? b) Top of next higher floor N/A ft.(m)

? c) Bottom of lowest horizontal structural member (V zones only) N/A ft.(m)

d) Attached garage (top of slab) 5.28 ft.(m)

e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area)-**AC UNIT** = 9.86 ft.(m)

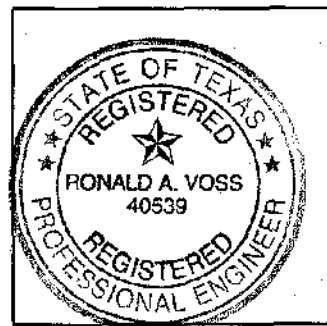
f) Lowest adjacent (finished) grade (LAG) 5.1 ft.(m)

g) Highest adjacent (finished) grade (HAG) 11.0 ft.(m)

? h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade N/A

? i) Total area of all permanent openings (flood vents) in C3.h N/A sq. in. (sq. cm)

License Number, Embossed Seal, Signature, and Date



SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
 I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
 I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME Ronald A. Voss		LICENSE NUMBER 40539	
TITLE Engineer	COMPANY NAME Voss Engineering, Inc.		
ADDRESS 3756 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE <i>Ronald A. Voss</i>	DATE 1/10/05	TELEPHONE 361-854-6202	

IMPORTANT: In these spaces, copy the corresponding information from Section A.			For Insurance Company Use:
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building D			Policy Number
CITY Corpus Christi,	STATE Texas	ZIP CODE 78418	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete items E1 through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

- E1. Building Diagram Number __ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)
- E2. The top of the bottom floor (including basement or enclosure) of the building is __ ft.(m) __ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is __ ft.(m) __ in.(cm) above the highest adjacent grade. Complete items C3.h and C3.i on front of form.
- E4. The top of the platform of machinery and/or equipment servicing the building is __ ft.(m) __ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E5. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?
 Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME
Ronald A. Voss, Voss Engineering, Inc.

ADDRESS 3756 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE	DATE 1/10/05	TELEPHONE 361-854-6202	

COMMENTS

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

- G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED
-------------------	------------------------	---

- G7. This permit has been issued for: New Construction Substantial Improvement
- G8. Elevation of as-built lowest floor (including basement) of the building is: _____ ft.(m) Datum: _____
- G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME	TITLE
COMMUNITY NAME	TELEPHONE
SIGNATURE	DATE
COMMENTS	

Check here if attachments

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1-7.

SECTION A - PROPERTY OWNER INFORMATION			For Insurance Company Use:
BUILDING OWNER'S NAME Anchor Resort Condominiums		Policy Number	
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building E, (Pool House)		Company NAIC Number	
CITY Corpus Christi,	STATE TX	ZIP CODE 78418	
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 4B, Block 502, PI-CC, Mariner's Cay			
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) Residential			
LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ##" or ###.#####)		HORIZONTAL DATUM: SOURCE: <input type="checkbox"/> GPS (Type): <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983 <input type="checkbox"/> USGS Quad Map <input checked="" type="checkbox"/> Other: NGVD	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. FIRM COMMUNITY NAME & COMMUNITY NUMBER City of Corpus Christi - 485464		B2. COUNTY NAME Nueces		B3. STATE Texas	
B4. MAP AND PANEL NUMBER 485464-0405	B5. SUFFIX D	B6. FIRM INDEX DATE 6/17/70	B7. FIRM PANEL EFFECTIVE/REVISED DATE 9/17/82	B8. FLOOD ZONE(S) A-13	B9. BASE FLOOD ELEVATION(S) (Zone A0, use depth of flooding) 9'

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
 FIS Profile FIRM Community Determined Other (Describe): _____

B11. Indicate the elevation datum used for the BFE in B9: NGVD 1929 NAVD 1988 Other (Describe): _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Yes No Designation Date 1990

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, ARIA, ARIAE, ARIA1-A30, AR/AH, AR/AO
 Complete Items C3.-a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
 Datum _____ Conversion/Comments _____

Elevation reference mark used §.37. Does the elevation reference mark used appear on the FIRM? Yes No

a) Top of bottom floor (including basement or enclosure) 11.82 ft.(m)

? b) Top of next higher floor N/A ft.(m)

? c) Bottom of lowest horizontal structural member (V zones only) N/A ft.(m)

d) Attached garage (top of slab) N/A ft.(m)

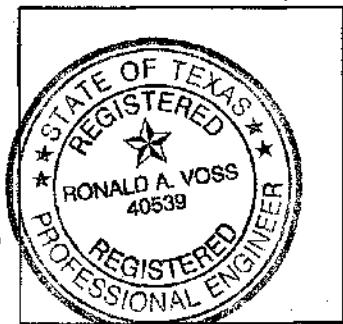
e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area-) N/A ft.(m)

f) Lowest adjacent (finished) grade (LAG) 10.6 ft.(m)

g) Highest adjacent (finished) grade (HAG) 10.8 ft.(m)

? h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade N/A

? i) Total area of all permanent openings (flood vents) in C3.h N/A sq. in. (sq. cm)

License Number, Embossed Seal,
Signature, and Date**SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION**

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
 I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
 I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME Ronald A. Voss		LICENSE NUMBER 40539	
TITLE Engineer	COMPANY NAME Voss Engineering, Inc.		
ADDRESS 3756 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE <i>Ronald A. Voss</i>	DATE 9/10/05	TELEPHONE 361-854-6202	

IMPORTANT: In these spaces, copy the corresponding information from Section A.

BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.
14300 S. Padre Island Drive, Building E (Pool House)

For Insurance Company Use:

Policy Number

CITY
Corpus Christi,

STATE
Texas

ZIP CODE
78418

Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete items E1 through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

- E1. Building Diagram Number (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)
- E2. The top of the bottom floor (including basement or enclosure) of the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is ___ ft.(m) ___ in.(cm) above the highest adjacent grade. Complete items C3.h and C3.i on front of form.
- E4. The top of the platform of machinery and/or equipment servicing the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E5. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?
 Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

Ronald A. Voss, Voss Engineering, Inc.

ADDRESS
3756 Bratton Road

CITY
Corpus Christi,

STATE
Texas

ZIP CODE
78413

SIGNATURE

DATE
1/10/05

TELEPHONE
361-854-6202

COMMENTS

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

- G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED
-------------------	------------------------	---

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is: _____ ft.(m) Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME

TITLE

COMMUNITY NAME

TELEPHONE

SIGNATURE

DATE

COMMENTS

Check here if attachments

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION			For Insurance Company Use:	
BUILDING OWNER'S NAME Anchor Resort Condominiums			Policy Number	
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building A (Office)			Company NAIC Number	
CITY Corpus Christi,	STATE TX	ZIP CODE 78413		
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 4B, Block 502, PI-CC, Mariner's Cay				
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) Residential				
LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ###"##" or ###.#####)		HORIZONTAL DATUM: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983	SOURCE: <input type="checkbox"/> GPS (Type): <input type="checkbox"/> USGS Quad Map <input checked="" type="checkbox"/> Other: NGVD	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1: FIRM COMMUNITY NAME & COMMUNITY NUMBER City of Corpus Christi, 485464		B2: COUNTY NAME Nueces		B3: STATE Texas	
B4: MAP AND PANEL NUMBER 485464-0485	B5: SUFFIX D	B6: FIRM INDEX DATE 6/17/70	B7: FIRM PANEL EFFECTIVE/REVISED DATE 9/17/82	B8: FLOOD ZONE(S) A-13	B9: BASE FLOOD ELEVATION(S) (Zone AG, use depth of flooding) 9'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9. <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other (Describe): _____					
B11. Indicate the elevation datum used for the BFE in B9: <input checked="" type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other (Describe): _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date 1990					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete Items C3.-a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum _____ Conversion/Comments _____

Elevation reference mark used 8.37. Does the elevation reference mark used appear on the FIRM? Yes No

a) Top of bottom floor (including basement or enclosure) 14.6ft.(m)

? b) Top of next higher floor N/A. ft.(m)

? c) Bottom of lowest horizontal structural member (V zones only) N/A. ft.(m)

d) Attached garage (top of slab) 5.1ft.(m)

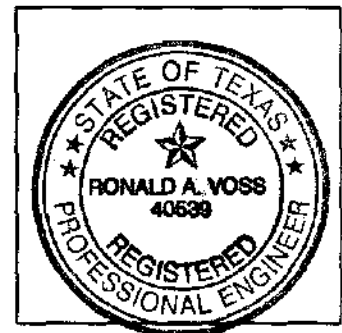
e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area)-A/C UNIT = 10.14' / Laundry Room = 4.30 ft.(m)

f) Lowest adjacent (finished) grade (LAG) 5.0ft.(m)

g) Highest adjacent (finished) grade (HAG) 12.6ft.(m)

? h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade N/A

? i) Total area of all permanent openings (flood vents) in C3.h N/A sq. in. (sq. cm)

License Number, Embossed Seal,
Signature, and Date

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME Ronald A. Voss		LICENSE NUMBER 40539	
TITLE Engineer	COMPANY NAME Voss Engineering, Inc.		
ADDRESS 3756 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE 	DATE 1/10/05	TELEPHONE 361-854-6202	

IMPORTANT: In these spaces, copy the corresponding information from Section A.

BUILDING STREET ADDRESS (including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.
14300 S. Padre Island Drive, Building A (Office)

For Insurance Company Use:

Policy Number

CITY
Corpus Christi,

STATE
Texas

ZIP CODE
78418

Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete items E1 through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

- E1. Building Diagram Number ___ (Select the building diagram most similar to the building for which this certificate is being completed -- see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)
- E2. The top of the bottom floor (including basement or enclosure) of the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is ___ ft.(m) ___ in.(cm) above the highest adjacent grade. Complete items C3.h and C3.i on front of form.
- E4. The top of the platform of machinery and/or equipment servicing the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E5. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?
 Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

Ronald A. Voss, Voss Engineering, Inc.

ADDRESS
3756 Bratton Road

SIGNATURE

CITY
Corpus Christi,

DATE
1/10/05

STATE
Texas

TELEPHONE
361-854-6202

ZIP CODE
78413

COMMENTS

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

- G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED
-------------------	------------------------	---

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is: _____ ft.(m) Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME

TITLE

COMMUNITY NAME

TELEPHONE

SIGNATURE

DATE

COMMENTS

Check here if attachments

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION			For Insurance Company Use:	
BUILDING OWNER'S NAME Anchor Resort Condominiums			Policy Number	
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building B			Company NAIC Number	
CITY Corpus Christi,	STATE TX	ZIP CODE 78418		
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 4B, Block 502, PI-CC, Mariner's Cay				
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) Residential				
LATITUDE/LONGITUDE (OPTIONAL) (##-##-### or ###.#####)		HORIZONTAL DATUM: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983	SOURCE: <input type="checkbox"/> GPS (Type): <input type="checkbox"/> USGS Quad Map <input checked="" type="checkbox"/> Other: NGVD	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. FIRM COMMUNITY NAME & COMMUNITY NUMBER City of Corpus Christi, 485464		B2. COUNTY NAME Nueces	B3. STATE Texas		
B4. MAP AND PANEL NUMBER 485464-0405	B5. SUFFIX D	B6. FIRM INDEX DATE 6/17/70	B7. FIRM PANEL EFFECTIVE/REVISED DATE 9/17/82	B8. FLOOD ZONE(S) A-13	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 9'

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.

 FIS Profile FIRM Community Determined Other (Describe):B11. Indicate the elevation datum used for the BFE in B9: NGVD 1929 NAVD 1988 Other (Describe):B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Yes No Designation Date 1990

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction

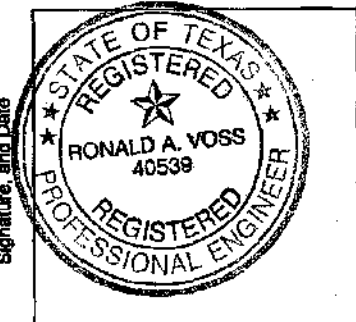
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number: 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO

Complete items C3-a-f below according to the building diagram specified in item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.

Datum _____ Conversion/Comments _____

Elevation reference mark used 8.37. Does the elevation reference mark used appear on the FIRM? Yes No a) Top of bottom floor (including basement or enclosure) 13.87 ft.(m)? b) Top of next higher floor N/A ft.(m)? c) Bottom of lowest horizontal structural member (V zones only) N/A ft.(m) d) Attached garage (top of slab) 5.19 ft.(m) e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area)-A/C UNIT = 9.69 ft.(m) f) Lowest adjacent (finished) grade (LAG) 5.0 ft.(m) g) Highest adjacent (finished) grade (HAG) 9.7 ft.(m)? h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade N/A? i) Total area of all permanent openings (flood vents) in C3.h N/A sq. in. (sq. cm)License Number, Embossed Seal,
Signature, and Date

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.

I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.

I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME Ronald A. Voss		LICENSE NUMBER 40539	
TITLE Engineer	COMPANY NAME Voss Engineering, Inc.		
ADDRESS 3756 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE <i>Ronald A. Voss</i>	DATE 1/10/05	TELEPHONE 361-854-6202	

IMPORTANT: In these spaces, copy the corresponding information from Section A.			For Insurance Company Use:
BUILDING STREET ADDRESS (including Apt. Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building B			Policy Number
CITY Corpus Christi,	STATE Texas	ZIP CODE 78418	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete items E1 through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

- E1. Building Diagram Number (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)
- E2. The top of the bottom floor (including basement or enclosure) of the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is ___ ft.(m) ___ in.(cm) above the highest adjacent grade. Complete items C3.h and C3.i on front of form.
- E4. The top of the platform of machinery and/or equipment servicing the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E5. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?
 Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

Ronald A. Voss, Voss Engineering, Inc.

ADDRESS 3756 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE	DATE 1/10/05	TELEPHONE 381-854-6202	

COMMENTS

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

- G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4-G8) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED
-------------------	------------------------	---

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is: _____ ft.(m) Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME	TITLE
COMMUNITY NAME	TELEPHONE
SIGNATURE	DATE
COMMENTS	

Check here if attachments

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION			For Insurance Company Use:	
BUILDING OWNER'S NAME Anchor Resort Condominiums			Policy Number	
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building C			Company NAIC Number	
CITY Corpus Christi,	STATE TX	ZIP CODE 78418		
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 4B, Block 502, PI-CC, Mariner's Cay				
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc.) Use a Comments area, if necessary. Residential				
LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ###.###" or ###.#####)		HORIZONTAL DATUM: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983	SOURCE: <input type="checkbox"/> GPS (Type): _____ <input type="checkbox"/> USGS Quad Map <input checked="" type="checkbox"/> Other: NGVD	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFP COMMUNITY NAME & COMMUNITY NUMBER City of Corpus Christi, 485464		B2. COUNTY NAME Nueces		B3. STATE Texas	
B4. MAP AND PANEL NUMBER 485464-0405	B5. SUFFIX D	B6. FIRM INDEX DATE 6/17/70	B7. FIRM PANEL EFFECTIVE/REVISED DATE 9/17/82	B8. FLOOD ZONE(S) A-13	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 9'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9. <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other (Describe): _____					
B11. Indicate the elevation datum used for the BFE in B9: <input checked="" type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other (Describe): _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date 1990					

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, ARAE, ARA1-A30, ARAH, AR/AO
Complete items C3-a-i below according to the building diagram specified in item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum _____ Conversion/Comments _____

Elevation reference mark used 8.37. Does the elevation reference mark used appear on the FIRM? Yes No

a) Top of bottom floor (including basement or enclosure) 13.87 ft.(m)

? b) Top of next higher floor N/A ft.(m)

? c) Bottom of lowest horizontal structural member (V zones only) N/A ft.(m)

d) Attached garage (top of slab) 5.11 ft.(m)

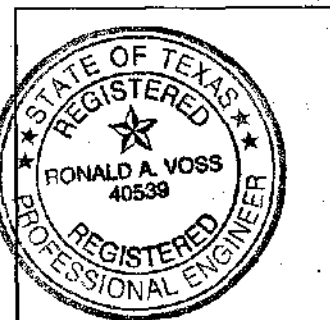
e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area) A/C UNIT = 9.53 ft.(m)

f) Lowest adjacent (finished) grade (LAG) 5.0 ft.(m)

g) Highest adjacent (finished) grade (HAG) 11.3 ft.(m)

? h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade N/A

? i) Total area of all permanent openings (flood vents) in C3 h N/A sq. in. (sq. cm)

License Number, Embossed Seal,
Signature, and Date**SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION**

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME Ronald A. Voss		LICENSE NUMBER 40539	
TITLE Engineer	COMPANY NAME Voss Engineering, Inc.		
ADDRESS 3756 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE <i>Ronald A. Voss</i>	DATE 1/10/05	TELEPHONE 361-854-6202	

IMPORTANT: In these spaces, copy the corresponding information from Section A.

BUILDING STREET ADDRESS (including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.
14300 S. Padre Island Drive, Building C

For Insurance Company Use:

Policy Number

CITY
Corpus Christi,

STATE
Texas

ZIP CODE
78418

Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete items E1 through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

- E1. Building Diagram Number __ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)
- E2. The top of the bottom floor (including basement or enclosure) of the building is __ ft.(m) __ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is __ ft.(m) __ in.(cm) above the highest adjacent grade. Complete items C3.h and C3.i on front of form.
- E4. The top of the platform of machinery and/or equipment servicing the building is __ ft.(m) __ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E5. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?
 Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.j only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

Ronald A. Voss, Voss Engineering, Inc.

ADDRESS

3756 Bratton Road

CITY

Corpus Christi,

STATE

Texas

ZIP CODE

78413

SIGNATURE

DATE

1/10/05

TELEPHONE

361-854-6202

COMMENTS

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

- G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER

G5. DATE PERMIT ISSUED

G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is:

____ ft.(m)

Datum: ____

G9. BFE or (in Zone AO) depth of flooding at the building site is:

____ ft.(m)

Datum: ____

LOCAL OFFICIAL'S NAME

TITLE

COMMUNITY NAME

TELEPHONE

SIGNATURE

DATE

COMMENTS

Check here if attachments

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION			For Insurance Company Use:	
BUILDING OWNER'S NAME Anchor Resort Condominiums			Policy Number	
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building D			Company NAIC Number	
CITY Corpus Christi,	STATE TX	ZIP CODE 78418		
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 4B, Block 502, PI-CC, Mariner's Cay				
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) Residential				
LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ##.###" or ###.#####)		HORIZONTAL DATUM: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983	SOURCE: <input type="checkbox"/> GPS (Type: _____) <input type="checkbox"/> USGS Quad Map <input checked="" type="checkbox"/> Other: NGVD	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. FIRM COMMUNITY NAME & COMMUNITY NUMBER City of Corpus Christi, 485484		B2. COUNTY NAME Nueces		B3. STATE Texas	
B4. MAP AND PANEL NUMBER 485484-0405	B5. SUFFIX D	B6. FIRM INDEX DATE 6/17/70	B7. FIRM PANEL EFFECTIVE/REVISED DATE 6/17/82	B8. FLOOD ZONE(S) A-13	B9. BASE FLOOD ELEVATION(S) (Zone A0, use depth of flooding) 9

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
 FIS Profile FIRM Community Determined Other (Describe): _____

B11. Indicate the elevation datum used for the BFE in B9: NGVD 1929 NAVD 1988 Other (Describe): _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Yes No Designation Date 1990

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO

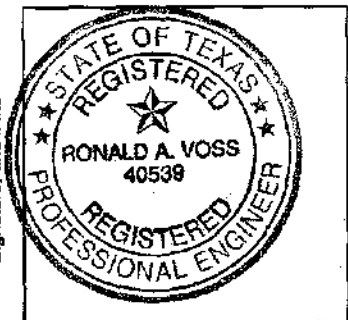
Complete items C3.-a-i below according to the building diagram specified in item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.

Datum _____ Conversion/Comments _____

Elevation reference mark used 8.37. Does the elevation reference mark used appear on the FIRM? Yes No

- a) Top of bottom floor (including basement or enclosure) 13.91 ft.(m)
- ? b) Top of next higher floor N/A ft.(m)
- ? c) Bottom of lowest horizontal structural member (V zones only) N/A ft.(m)
- d) Attached garage (top of slab) 5.28 ft.(m)
- e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area)-A/C UNIT = 9.86 ft.(m)
- f) Lowest adjacent (finished) grade (LAG) 5.1 ft.(m)
- g) Highest adjacent (finished) grade (HAG) 11.0 ft.(m)
- ? h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade N/A
- ? i) Total area of all permanent openings (flood vents) in C3.h N/A sq. in. (sq. cm)

License Number, Embossed Seal, Signatures, and Date



SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.

I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.

I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME Ronald A. Voss		LICENSE NUMBER 40539	
TITLE Engineer	COMPANY NAME Voss Engineering, Inc.		
ADDRESS 3756 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE 	DATE 1/10/05	TELEPHONE 361-854-6202	

IMPORTANT: In these spaces, copy the corresponding information from Section A.			For Insurance Company Use:
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building D			Policy Number
CITY Corpus Christi,	STATE Texas	ZIP CODE 78418	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete items E1 through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

- E1. Building Diagram Number ___ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)
- E2. The top of the bottom floor (including basement or enclosure) of the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is ___ ft.(m) ___ in.(cm) above the highest adjacent grade. Complete items C3.h and C3.i on front of form.
- E4. The top of the platform of machinery and/or equipment servicing the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E5. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?
 Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME
Ronald A. Voss, Voss Engineering, Inc.

ADDRESS 3736 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE	DATE 1/10/03	TELEPHONE 361-954-6202	

COMMENTS

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

- G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED
-------------------	------------------------	---

- G7. This permit has been issued for: New Construction Substantial Improvement
- G8. Elevation of as-built lowest floor (including basement) of the building is: _____ ft.(m) Datum: _____
- G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME	TITLE
COMMUNITY NAME	TELEPHONE
SIGNATURE	DATE
COMMENTS	

Check here if attachments

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION			For Insurance Company Use:	
BUILDING OWNER'S NAME Anchor Resort Condominiums			Policy Number	
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 14300 S. Padre Island Drive, Building E, (Pool House)			Company NAIC Number	
CITY Corpus Christi,	STATE TX	ZIP CODE 78418		
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 4B, Block 502, Pl-CC, Mariner's Cay				
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc.) Use a Comments area, if necessary. Residential				
LATITUDE/LONGITUDE (OPTIONAL) (##°-##'-###" or ###.#####)		HORIZONTAL DATUM: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983	SOURCE: <input type="checkbox"/> GPS (Type): _____ <input type="checkbox"/> USGS Quad Map <input checked="" type="checkbox"/> Other: NGVD	

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER City of Corpus Christi, 485464		B2. COUNTY NAME Nueces		B3. STATE Texas	
B4. MAP AND PANEL NUMBER 485464-0405	B5. SUFFIX D	B6. FIRM INDEX DATE 6/17/70	B7. FIRM PANEL EFFECTIVE/REVISED DATE 9/17/82	B8. FLOOD ZONE(S) A-13	B9. BASE FLOOD ELEVATION(S) (Zone A0, use depth of flooding) 9'

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.

 FIS Profile FIRM Community Determined Other (Describe): _____B11. Indicate the elevation datum used for the BFE in B9: NGVD 1929 NAVD 1988 Other (Describe): _____B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Yes No Designation Date 1990

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, ARIA, ARIA/E, ARIA1-A30, ARIA/H, ARIA/O

Complete Items C3.-a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.

Datum _____ Conversion/Comments _____

Elevation reference mark used 8.37. Does the elevation reference mark used appear on the FIRM? Yes No a) Top of bottom floor (including basement or enclosure) 11.82 ft.(m)? b) Top of next higher floor N/A ft.(m)? c) Bottom of lowest horizontal structural member (V zones only) N/A ft.(m) d) Attached garage (top of slab) N/A ft.(m) e) Lowest elevation of machinery and/or equipment servicing the building (Describes in a Comments area) N/A ft.(m) f) Lowest adjacent (finished) grade (LAG) 10.6 ft.(m) g) Highest adjacent (finished) grade (HAG) 10.8 ft.(m)? h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade N/A? i) Total area of all permanent openings (flood vents) in C3.h N/A sq. in. (sq. cm)

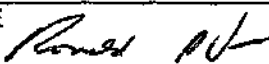
SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

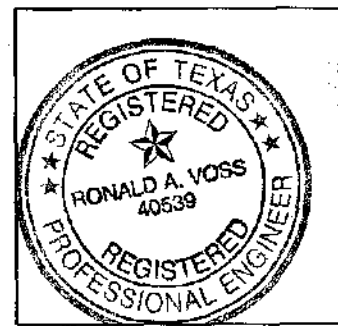
This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.

I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.

I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME
Ronald A. VossLICENSE NUMBER
40539

TITLE Engineer	COMPANY NAME Voss Engineering, Inc.		
ADDRESS 3756 Bratton Road	CITY Corpus Christi,	STATE Texas	ZIP CODE 78413
SIGNATURE 	DATE 1/10/05	TELEPHONE 361-854-6202	

License Number, Embossed Seal,
Signature, and Date

IMPORTANT: In these spaces, copy the corresponding information from Section A.

BUILDING STREET ADDRESS (including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.
14300 S. Padre Island Drive, Building E (Pool House)

For Insurance Company Use:

Policy Number

CITY
Corpus Christi,

STATE
Texas

ZIP CODE
78418

Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete Items E1 through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

- E1. Building Diagram Number (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)
- E2. The top of the bottom floor (including basement or enclosure) of the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is ___ ft.(m) ___ in.(cm) above the highest adjacent grade. Complete Items C3.h and C3.i on front of form.
- E4. The top of the platform of machinery and/or equipment servicing the building is ___ ft.(m) ___ in.(cm) above or below (check one) the highest adjacent grade. (Use natural grade, if available).
- E5. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?
 Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

Ronald A. Voss, Voss Engineering, Inc.

ADDRESS
3756 Bratton Road

CITY
Corpus Christi,

STATE
Texas

ZIP CODE
78413

SIGNATURE

DATE
1/10/05

TELEPHONE
361-854-8202

COMMENTS

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

- G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED
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G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is:

___ ft.(m)

Datum: ___

G9. BFE or (in Zone AO) depth of flooding at the building site is:

___ ft.(m)

Datum: ___

LOCAL OFFICIAL'S NAME

TITLE

COMMUNITY NAME

TELEPHONE

SIGNATURE

DATE

COMMENTS

Check here if attachments

Invoice

Voss Engineering, Inc.

3756 Bratton Road

Corpus Christi

TX 78413

Phone: 361-854-6202

Fax: 361-853-4696

Date: 1/10/2005

Invoice Number: 16498

Job Number: 95-7863

Due Date: 2/9/2005**BILL TO:**

884-2775*884-3470

Carlisle Insurance

Ordered By: Olga

Corpus Christi TX

78471-0901

COPY

Item	Description	Total
Elevation Certificate	Lot 4B, Block 502, Mariner's Cay, 14300 S. Padre Island Drive, Building A	100.00
Elevation Certificate	Lot 4B, Block 502, Mariner's Cay, 14300 S. Padre Island Drive, Building B	100.00
Elevation Certificate	Lot 4B, Block 502, Mariner's Cay, 14300 S. Padre Island Drive, Building C	100.00
Elevation Certificate	Lot 4B, Block 502, Mariner's Cay, 14300 S. Padre Island Drive, Building D	100.00
Elevation Certificate	Lot 4B, Block 502, Mariner's Cay, 14300 S. Padre Island Drive, Building E	100.00

Total: 500.00

Carlisle Insurance

Ordered By: Olga

Corpus Christi,

TX 78471-0901

Voss Engineering, Inc.

3756 Bratton Road

Corpus Christi

TX 78413

Phone: 361-854-6202

Fax: 361-853-4696

Date: 1/10/2005

Invoice Number: 16498

Job Number: 95-7863

Due Date: 2/9/2005**BILL TO:**

884-2775*884-3470

Carlisle Insurance

Ordered By: Olga

Corpus Christi TX 78471-0901

Item	Description	Total
Elevation Certificate	Lot 4B, Block 502, Mariner's Cay, 14300 S. Padre Island Drive, Building A	100.00
Elevation Certificate	Lot 4B, Block 502, Mariner's Cay, 14300 S. Padre Island Drive, Building B	100.00
Elevation Certificate	Lot 4B, Block 502, Mariner's Cay, 14300 S. Padre Island Drive, Building C	100.00
Elevation Certificate	Lot 4B, Block 502, Mariner's Cay, 14300 S. Padre Island Drive, Building D	100.00
Elevation Certificate	Lot 4B, Block 502, Mariner's Cay, 14300 S. Padre Island Drive, Building E	100.00

Total: 500.00

Carlisle Insurance

Ordered By: Olga

Corpus Christi, TX 78471-0901



...as the "Anchor Drops" !!??

Anchor Resort was built in the mid 1970's. Over the years a few idiosyncrasies have arisen. Here's a sample.

Legal Description: What's in a number? Actually, quite a lot.

The original, 1974 condominium declarations legally defined the condominiums as #'s 1, 2, ... 135, 136. One hundred and thirty-six (136) condos in the complex.

So, the legal description of the first condo in the complex looks something like,

"CONDO, BUILDING A, UNIT 1, 0.576% COMMON AREA INTEREST"

In this example, the condo's legal description is number 1. This is what you will see on the deed, etc. It [1] is the number that should be used with legal, real estate, financing and insurance documents.

Here comes the idiosyncrasy! The number outside of the door of this condo is 101. The number on the owner association accounting documents is 101. What???

Urban legend has it that the developer started putting numbers on the doors and he did not like single digit, double digit and triple digit numbers. His solution? Add 100 to everything. So, the legal condo #1 became #101 on the door, on the association bookkeeping records, etc. Confusing, huh?

That's not all. Idiosyncrasy (2)!

The 1974, original name of the condo complex was Puerto Del Padre Condominiums. In 1992 this was changed to Anchor Resort Co-Owners Association, Inc. The complex is now commonly known as Anchor Resort.

Idiosyncrasy (3). If that is not enough, you may not have noticed, but 14300 S Padre Island Dr. is on the 'odd numbers' side of the street!!!

Guess the developer did not like odd numbers either?

ANCHOR RESORT CO-OWNERS ASSOCIATION, INC. ("ASSOCIATION")
RESOLUTION
OPEN RECORDS AND RECORDS RETENTION

Chapter 82 Texas Property Code ("TPC") imposes certain requirements on condominium associations regarding the production, inspection, disclosure, and retention of Condominium Association records. S.B. 318, passed by the 87th legislature, effective September 1, 2021, adopted 82.1141 and amended 82.114(b) TPC dealing with association records.

The Board hereby Adopts the following records production, inspection, disclosure and retention policy. As used herein "TPC" means Texas Property Code.

Section 1.

82.114 and 82.1141 TPC are hereby acknowledged as governing the issues therein addressed. It is the intent of this Resolution to be consistent with said statutory enactments.

Section 2.

2.1 The source of the following is 82.114 TPC Association Records part (b). All financial and other records of the Association shall be reasonably available at its registered office or its principal office in this state for examination and production in accordance with this Resolution.

2.2 The source of the following is Section 82.1141 TPC Access to Association Records. The subsection 2.2 subparts (a) – (p) below are based on the same subparts (a) – (p) of 82.1141 TPC.

(a) This subpart (a) is intentionally omitted as being unnecessary.

(b) Notwithstanding a provision in a dedicatory instrument, the Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by a unit owner, or a person designated in a writing signed by the unit owner as the unit owner's agent, attorney, or certified public accountant. A unit

owner is entitled to obtain from the Association copies of information contained in the books and records.

(c) Except as provided by this subsection, an attorney's files and records relating to the Association, excluding invoices requested by a unit owner for attorney's fees and other costs relating only to a matter for which the Association seeks reimbursement of fees and costs from the unit owner, are not records of the Association and are not subject to inspection by the unit owner or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. This subsection does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication.

(d) A unit owner or the unit owner's authorized representative must submit a written request for access or information under Subsection (b) by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed under Section 82.116 TPC. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records and:

(1) if an inspection is requested, the Association, on or before the 10th business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the unit owner may inspect the requested

books and records to the extent those books and records are in the possession, custody, or control of the Association; or

(2) if copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the 10th business day after the date the Association receives the request, except as otherwise provided by this section.

(e) If the Association is unable to produce the books or records requested under Subsection (d) on or before the 10th business day after the date the Association receives the request, the Association must provide to the requestor written notice that:

(1) informs the requestor that the Association is unable to produce the information on or before the 10th business day after the date the Association received the request; and

(2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date notice under this subsection is given.

(f) If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the Association to copy and forward to the requesting party.

(g) The Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.

(h) The following records production and copying policy prescribes the costs the Association will charge for the compilation, production, and reproduction of information

requested under this section. The prescribed charges are and shall be those set forth under 1 Texas Administrative Code Sections 70.3 and 70.10 for an item produced by the Association and may not exceed actual costs for an item produced by a third party. The Association may not charge a unit owner for the compilation, production, or reproduction of information requested under this Resolution unless the policy prescribing those costs has been recorded. A unit owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by this policy. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the unit owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the unit owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the unit owner, may be added to the unit owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the unit owner is entitled to a refund, and the refund shall be issued to the unit owner not later than the 30th business day after the date the invoice is sent to the unit owner.

- (i) The Association must estimate costs under this section using amounts prescribed by the policy adopted under Subsection (h).
- (j) Except as provided by Subsection (k) and to the extent the information is provided in the meeting minutes, the Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of a unit owner, a unit owner's personal financial information, including records of payment or nonpayment

of amounts due the Association, a unit owner's contact information, a unit owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual unit owner.

(k) The books and records described by Subsection (j) shall be released or made available for inspection if:

- (1) the express written approval of the unit owner whose records are the subject of the request for inspection is provided to the Association; or
- (2) a court orders the release of the books and records or orders that the books and records be made available for inspection.

(l) The Association establishes the following document retention policy:

- (1) certificates of formation, bylaws, dedicatory instruments, and all amendments to the certificates of formation, bylaws, and dedicatory instruments shall be retained permanently;
- (2) financial books and records shall be retained for seven years;
- (3) account records of current unit owners shall be retained for five years;
- (4) contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;
- (5) minutes of meetings of the unit owners and the board shall be retained for seven years; and
- (6) tax returns and audit records shall be retained for seven years.

(m) A member of an Association who is denied access to or copies of Association books or records to which the member is entitled under this section may file a petition with the

justice of the peace of a justice precinct in which all or part of the condominium is located requesting relief in accordance with this subsection. If the justice of the peace finds that the member is entitled to access to or copies of the records, the justice of the peace may grant one or more of the following remedies:

(1) a judgment ordering the Association to release or allow access to the books or records; or

(2) a judgment against the Association for court costs and attorney's fees incurred in connection with seeking a remedy under this section.

(n) If the Association prevails in an action under Subsection (m), the Association is entitled to a judgment for court costs and attorney's fees incurred by the Association in connection with the action.

(o) On or before the 10th business day before the date a person brings an action against an Association under this section, the person must send written notice to the Association of the person's intent to bring the action. The notice must:

(1) be sent certified mail, return receipt requested, or delivered by the United States Postal Service with signature confirmation service to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed under Section 82.116; and

(2) describe with sufficient detail the books and records being requested.

(p) For the purposes of this section, "business day" means a day other than Saturday, Sunday, or a state or federal holiday.

Section 3.

This Resolution must be recorded as a dedicatory instrument in accordance with Section 202.006 Texas Property Code.

Passed the 16 day of NOVEMBER, 2021, to be Effective September 1, 2021.

ANCHOR RESORT CO-OWNERS
ASSOCIATION, INC.

By: [Signature]
Board President of ARCOA

**ANCHOR RESORT CO-OWNERS ASSOCIATION, INC.
14300 S. PADRE ISLAND DRIVE
CORPUS CHRISTI, TX 78418**

BOARD OF DIRECTORS AND ANNUAL
OWNERS' MEETINGS

RULES OF CONDUCT AND DECORUM

JANUARY 4, 2022

Anchor Resort Co-Owners Association
Board of Directors Meetings
Rules of Conduct and Decorum

General Rules and Procedures for Meetings:

- I. These Rules of Conduct and Decorum at open meetings of the Anchor Resort Co-Owners Association (ARCOA) shall be effective immediately upon adoption by the 2022 Board of Directors and shall remain in full force and in effect until amended or repealed by the Board of Directors.
- II. All meetings of the ARCOA will be called and conducted in general accordance with the provisions of the Texas Open Meetings Act.
- III. Regular, Special, and Emergency Meetings of the ARCOA are open to the Anchor Resort Owners (members) and only those individuals expressly requested or ordered to be present. Executive Sessions of the ARCOA are not open to members, and only those individuals expressly requested or ordered to be present by the Board of Directors (BOD).
- IV. The business of the ARCOA is conducted by and between the members of the BOD and the Anchor Resort General Manager, consultants, experts, and/or any other individuals requested to be present and participate. While the Anchor Resort Owners are invited and encouraged to attend all meeting of the ARCOA (except Executive Sessions), the Anchor Resort Owners participation is limited to that of observers unless allowed to address the BOD on a particular issue(s) by these Rules or a Owners request, and is granted the right, to speak by the President or presiding officer of the Board.
 - a. Owners who wish to speak may address the BOD during the owner comment period or on an Item on the agenda for an open meeting.
 - b. Sign-In Sheets. Owners wishing to speak at the Board meeting shall first sign in by completing the form provided by the AR General Manager, and shall identify which Item or Items on which the Owner desires to speak. The President, or presiding officer, of the Board shall determine the order of speakers and whether speakers are to be heard during the designated time for Owners Comments at the beginning of the Board meeting or during the Board's consideration of an Agenda Item.
 - c. Except as modified by action of the Board, a speaker shall be limited to a maximum of three (3) minutes to make his/her remarks. One speaker may not be given, or donated, time by another speaker. Time for each speaker shall be maintained by a member of the ARCOA BOD. Any written materials must be given to the General Manager or his/her designee for distribution.
 - d. In matters of exceptional interest, the BOD may, by the majority consensus of the ARCOA BOD, either shorten or lengthen the time allocated for Owners wishing to speak.

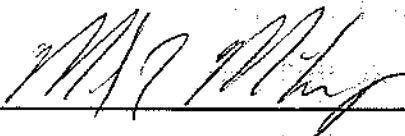
- e. Owners may submit written comments to the BOD at any time through email or hand written comments to the AR General Manager during a break in a meeting.

Rules of Conduct and Decorum:

- v. It is the intention of the ARCOA BOD to provide open access to the AR Owners to address the ARCOA BOD. However, Owners are required to conduct themselves with proper respect and decorum in addressing the BOD, in participation of discussion before the BOD, and in all conduct during a BOD's meeting. Those who do not conduct themselves in an orderly and appropriate manner will be ordered by the presiding officer of the BOD to leave the meeting. In addition, failure to comply with any of the below rules may result in cancellation of a speakers remaining time, if any, a verbal warning of the behavior in violation of the rule, and/or removal from the meeting. The following rules of decorum will be enforced:
 - a. Profanity, insults, threatening language; racial, ethnic, or gender slurs or epithets; and rude or threatening gestures will not be tolerated. Persons violating this rule will be asked to leave the meeting immediately.
 - b. Persons speaking will not be permitted to insult the honesty and/or integrity of the Board of Directors, or any member or members of the Board of Directors or any staff member of Anchor Resort, individually or collectively.
 - c. All members, if speaking, refrain from yelling or otherwise raising their voices.
 - d. Members in attendance will refrain from interrupting others who are designated to speak. Members in attendance will refrain from clapping, cheering, booing, or making any other noise either in favor of or in opposition to any other person's statements(s).
 - e. Cell phones shall be placed on silent or turned-off during all meetings.
 - f. Members in attendance wishing to record meetings shall first inform the AR General Manager. All recording devices must be operated at a location in the meeting room designated by the AR General Manager and may not be moved around the meeting room throughout the meeting for purposes of maintaining order at the meeting and avoiding interference with the ability of other members in attendance to see, hear, and/or participate in the meeting. In the event the BOD conducts its Executive Session in the same room in which the open meeting takes place, all recording devices shall be removed.
 - g. No equipment, including lights, camera, or microphones will be located at the BOD's table or any closer than ten feet from the BOD's table.
 - h. Person(s) found in violation of the ARCOA Rules of Conduct will be asked to leave the meeting. Refusal to leave the meeting when directed by The President, Presiding Office or Board Member, may result in future exclusion from Board Meeting discussions, or Fines up to and not to exceed \$250.00.

CERTIFICATE FOR FILING DEDICATORY INSTRUMENTS
OF ANCHOR RESORT CO-OWNERS ASSOCIATION, INC.

Anchor Resort Co-Owners Association, Inc. is the property owners association for the Anchor Resort condominium regime, formerly known as Puerto Del Padre Condominiums, the Declaration of which is filed under Document No. 944313 of the Records of the County Clerk of Nueces County, Texas and at Volume 17, Page 39 of the Condominium Records of Nueces County, Texas. Attached hereto is a true and correct copy of Rules of Conduct and Decorum a dedicatory instrument of the aforesaid condominium regime.



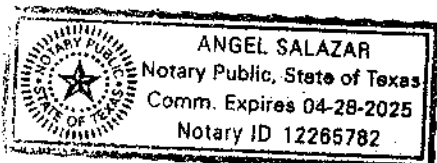
Mark McKay, in his capacity as President of Anchor Resort Co-Owners Association, Inc.

STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged before me on the 1st day of January 2022, by Mark McKay in his capacity as President of Anchor Resort Co-Owners Association, Inc.

Notary Public



Angel Salazar
Com Exp. 04-28-2025
Angel Salazar
Printed Name

CONSENT RESOLUTION APPROVING THE ANCHOR RESORT CO-OWNERS ASSOCIATION, INC. RULES OF CONDUCT AND DECORUM FOR BOARD OF DIRECTORS MEETINGS AND THE ANNUAL OWNERS MEETING

[formerly known as: Puerto Del padre Condominiums]

By unanimous consent resolution of the Board of Directors of the Anchor Resort Co-Owners Association, Inc., dated January 4, 2022, the Board of Directors of the Association found and resolved and does hereby FIND and RESOLVE as follows:

The Board of Directors of the Association FINDS that it is in the best interest of the condominium project and would promote and is necessary for the safe, secure, economical, uniform, fair and efficient operation and management of the project to approve the Association's Rules of Conduct and Decorum.

THEREFORE, BE IT RESOLVED as follows: The Board of Directors of the Anchor Resort Co-Owners Association, Inc. adopts the Anchor Resort Rules of Conduct and Decorum and directs and authorizes management to record same at the Nueces County Courthouse.

Effective Date:

The effective date of this Resolution is January 4, 2022. Passed by unanimous consent resolution of January 4, 2020

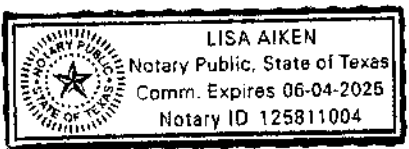
[Handwritten signature]

Thomas Jay - Secretary

This instrument was acknowledged before me on the 23rd day of FEBRUARY, 2022 by Thomas Jay in his capacity as Secretary of Anchor Resort Co-Owners Association, Inc.

[Handwritten signature]

Notary Public



Anchor Resort Co-Owners Association, Inc.
14300 South Padre Island Drive
Corpus Christi, Texas 78418
361-654-0090 Fax 361-949-7064

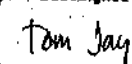
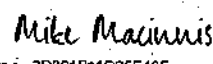


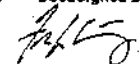
Consent resolution of the Board of Directors of Anchor Resort Co-Owner's Association, Inc. hereby FIND and RESOLVE as follows: Approve the adoption of Anchor Resort Board of Directors and Annual Owners' meetings Rules of Conduct and Decorum.

1. The undersigned, by signature or email response, being all of the directors of this corporation and acting in accordance with state law and the bylaws of this corporation, consent to the adoption of the following as if it was adopted at a duly called meeting of the board of directors of this corporation.
2. By unanimous consent of the board of directors of this corporation thereby FIND and RESOLVE as follows: APPROVE THE ADOPTION OF ANCHOR RESORT BOARD OF DIRECTORS AND ANNUAL OWNERS' MEETINGS RULES OF CONDUCT AND DECORUM.
3. Therefore, it is RESOLVED, that the APPROVE THE ADOPTION OF ANCHOR RESORT BOARD OF DIRECTORS AND ANNUAL OWNERS' MEETINGS RULES OF CONDUCT AND DECORUM.
4. The Board of Directors of the Association FINDS that it is in the best interest of the condominium project and would promote and is necessary for the safe, secure, economical, uniform, fair and efficient operation and management of the project to amend the Rules and Regulations as hereinafter set forth.
5. THEREFORE, BE IT RESOLVED as follows: APPROVE THE ADOPTION OF ANCHOR RESORT BOARD OF DIRECTORS AND ANNUAL OWNERS' MEETINGS RULES OF CONDUCT AND DECORUM.
6. The officers and management staff of this corporation are hereby authorized to perform all necessary acts to carry out the purpose and intent of this resolution.

Approve the adoption of Anchor Resort Board of Directors and Annual Owners' meetings Rules of Conduct and Decorum.

7. January 4, 2022

Signature/email response of Director

- DocuSigned by:

2096AB55D8C9425...
 Thomas Jay 1/4/2022
- DocuSigned by:

7D261511C9E46E...
 Michael Macinnis 1/4/2022
- DocuSigned by:

6CFF6B370D7E439...
 Mark McKay 1/4/2022
- DocuSigned by:

8D271C805F14E5...
 Gregory Meyers 1/4/2022
- DocuSigned by:

04C9A6795C74480...
 Frank Muñoz 1/4/2022

Being all of the directors of the corporation.

The undersigned, Thomas Jay, certifies that he is the duly elected secretary of this corporation and that the above is a true and correct copy of the resolution that was duly adopted by consent of the board of directors in accordance with state law and the bylaws of the corporation on Date. I further certify that such resolution is now in full force and effect.

January 4, 2022

DocuSigned by:

2096AB55D8C9425... 1/4/2022

Signature of Secretary of Anchor Resort Co-Owner's Association, Inc.

Thomas Jay

Approve the adoption of Anchor Resort Board of Directors and Annual Owners' meetings Rules of Conduct and Decorum.

**Nueces County
Kara Sands
Nueces County
Clerk**

Instrument Number: 2022009627

eRecording - Real Property

NOTICE

Recorded On: February 28, 2022 08:37 AM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$45.00



**STATE OF TEXAS
NUECES COUNTY**

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

Kara Sands
Nueces County Clerk
Nueces County, TX

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

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

File Information:

Document Number: 2022009627
Receipt Number: 20220228000021
Recorded Date/Time: February 28, 2022 08:37 AM
User: Lisa C
Station: CLERK03

Record and Return To:

Simplifile
484 North 300 West, Suite 202
Provo UT