

ANCHOR RESORT

1993 By-Laws & Amendments

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

NUECES TITLE COMPANY

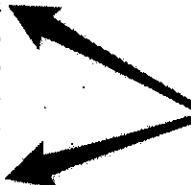
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ABTRACTOR'S REPORT

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. 20116022045, 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.

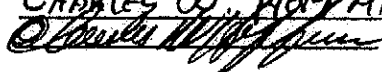
(k) Reasonable regulations concerning the use of the condominium project may be made and amended from time to time by the Board of Directors of the Council.

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

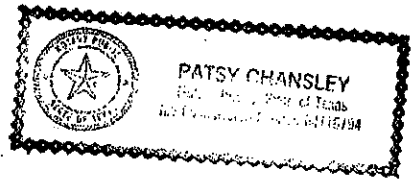
THE STATE OF TEXAS *

COUNTY OF NUECES *

BEFORE ME, the undersigned authority, on this day personally appeared Charles W. 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 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.

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

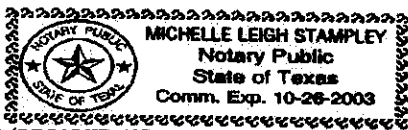
ACKNOWLEDGMENT

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.



ANCHOR/RESOLUT.NFS

Michelle Leigh Stampley
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 _____ §
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.

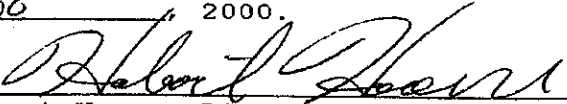
Notary Public

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.


Hobart House, Director

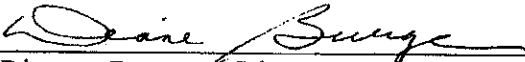
SIGNED on _____, 2000.

Sharon Lucas, Director

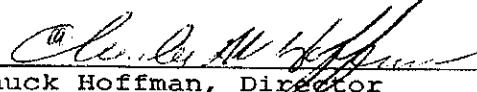
SIGNED on _____, 2000.

Glenda Cates, Director

SIGNED on May 6th, 2000.


Diane Burge, Director

SIGNED on 5-6-2000, 2000.


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 Nueces §

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

Doc# 2000019096
Pages 15
05/11/2000 09:56:35 AM
Filed & Recorded in
Official Records of
NUECES COUNTY
ERNEST H. BRIONES
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

After Recording Return To:

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



Ernest H. Briones
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

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.

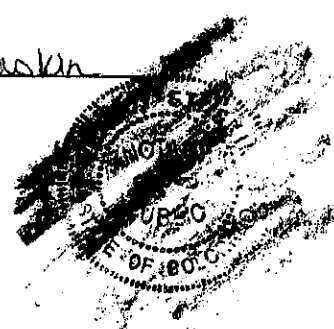
Anchor Resort Co-Owners Association, Inc.

By: 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

Doc# 2003064732
Pages 2
12/04/2003 04:04:06 PM
Filed & Recorded in
Official Records of
MUECES 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 MUECES

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 only RECORDED, in the Official Public Records of
Mueces County, Texas



Ernest M. Briones
COUNTY CLERK
MUECES 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
Robert Seaman
 Vice President
 Anchor Resort Board
 Of Directors

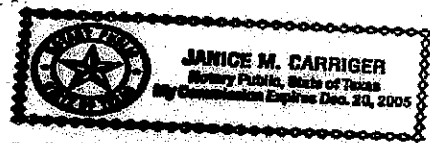
State of: TEXAS
 County of: NUECES

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

Witness my hand and official seal.

Notary Public: *[Signature]*
 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
 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



[Signature]
 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.

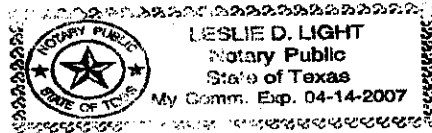


Hobie House, Chairman of the Board
and President of the Association

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.A.
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



Sharon 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
11/30/2004 07:42:43 AM
Filed & Recorded in
Official Records of
NUECES COUNTY
DIANA T. BARRERA
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

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 liveboards 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

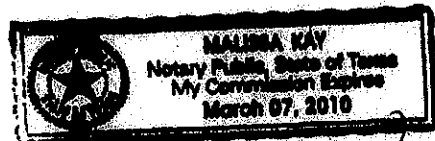
held October 28, 2006.

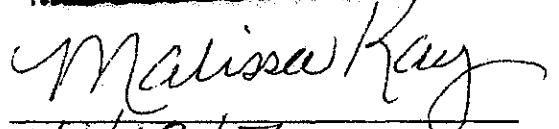


Hobie House, Chairman of the Board and
President of the Association

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.

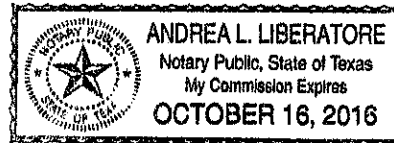
R Dean Lucas

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



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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