

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.



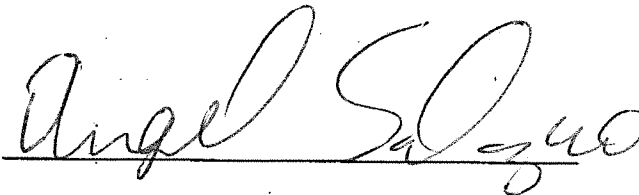
Mark McKay, President

STATE OF TEXAS §

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COUNTY OF NUECES §

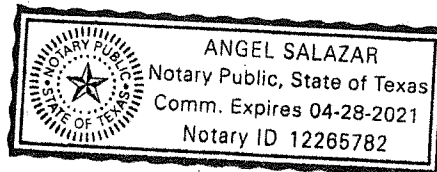
This instrument was acknowledged before me on the 15 day of April, 2021, by Mark McKay in his capacity as President of Anchor Resort Co-Owners Association, Inc.



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:

5C57FBD821E2465...
Jo Ana Alvarado 4/19/2021

DocuSigned by:

FF18179478F348F...
Connie Barrera 4/19/2021

DocuSigned by:

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

DocuSigned by:

D359C9537DAA487...
Ray Jefferson 4/16/2021


DocuSigned by:

6CFE6B370D2E439...
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

Kara Sands

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

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

File Information:

Document Number: 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