

RESTRICTIVE COVENANT AGREEMENT

THE STATE OF TEXAS

§

8766

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CALHOUN

§

This Agreement, made this 4th day of July, 1985, by and among the undersigned parties;

WHEREAS, the undersigned are the respective owners of the following described contiguous and adjoining tracts of land, hereinafter referred to as the "Subdivison", to-wit:

Seventy (70) acres, more or less out of and a part of the James Hughson League Abstrct No. 23, further described as follows:

FIRST TRACT: The fractional North one-half (N/2) of Section No. Forty-eight (48) of the Theodore F. Koch's subdivision of the James Hughson League, in Calhoun County, Texas, as per plat of said subdivision on record, in Book 4, pages 19 and 20 of the Deed Records of Calhoun County, Texas, containing 65.63 acres, more or less, subject to a strip of land 30 feet wide along the section lines of North and East reserved to be used for public road purposes, and being the same land conveyed to J. L. Koerber by E. L. Hardy by Deed dated May 14, 1925 recorded in Volume 13, page 53, Deed Records of said County to which reference is hereby made; the West portion of this tract embraces the Koerber Farm Recreation Beach Subdivision as per plat recorded in Volume 2, page 22, Deed Records of said County.

SECONCT TRACT: 4.37 acres, more or less, being the North 220 feet of the fractional South one-half (S/2) or fractional Southeast Quarter (SE/4) of Section No. 48 of the Theodore F. Koch's subdivision of the James Hughson League in Calhoun County, Texas as per plat of said Subdivision recorded in Volume U, pages 18 and 19 of the Deed Records of said County, further described as follows: BEGINNING at the Northeast corner of the Fractional Southeast Quarter (SE/4) of said Section 48 in the West margin of the Public Road; THENCE South along the East line of said Fractional Southeast quarter of said Section 48, a distance of 220 feet to a point for corner; THENCE in a Westerly direction parallel with the North line of said fractional Southeast Quarter (SE/4) of Section 48 to Carancahua Bay; THENCE in a Northerly direction up the coastline of Caranchua Bay to where it intersects the North line of said Fractional Southeast quarter of said Section 48; THENCE East along the North line of said Fractional Southeast Quarter of said Section 48; to the PLACE OF BEGINNING and being the same land conveyed to C. B. Padgett by two deeds, one dated June 11, 1943, executed by B. W. Trull, recorded in Volume 45, page 437, Deed Records of Calhoun County, Texas, the other dated June 20, 1945, executed by B. W. Trull, et ux, recorded in Volume 54, page 397 Deed Records of said County.

WHEREAS, the parties own lots and undivided interests in the common area of said tracts in the proportions set out on the attached Exhibit "A" which is attached hereto and made a part hereof.

WHEREAS, it is the desire and intention of all of the parties hereto to restrict said land according to a common plan as to use and permissible construction, so that all of said lands shall be benefitted and each successive owner of all or a part of

EXHIBIT "A"

said lands shall be benefited by the preservation of the value and the character

of said lands;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants

and agreements of the parties hereto, each to the others as Covenantors and

Covenantees, and expressly for the benefit of, and to bind, their successors in

interest, the said parties agree as follows:

DEFINITIONS

Owner

"Owner" shall mean and refer to the record owner, whether one or more persons

or entities, of the fee simple title to any lot or portion of a lot on which there is

or will be built a detached single family dwelling, or to any interest in the common

area, but excluding those having such interest merely as security for the performance

of an obligation.

Association

"Association" shall mean and refer to the El Campo Beach Property Owners

Association, Inc., described in Article VI hereof.

Lot

"Lot" shall mean and refer to that portion of any of the plots of land shown

upon the plat and subdivision maps recorded in Volume Z at Page 22 of the Map

Records of Calhoun County, Texas, on which there is or will be built a single family

dwellling. The term "Lot" shall not include the Common Area nor any other reserves

shown on the said map or plat. Each "lot" is designated on the attached Exhibit "A".

Common Area

The Owners own undivided interests in the following described portions of the

Subdivision by virtue of a Trust instrument dated September 26, 1936, recorded in

Volume 29 on page 156-158 of the Deed Records of Calhoun County, Texas, herein

referred to as the "Common Area", to-wit:

TRACT NO. 1: Being 4.37 acres of land, more or less, and being the North 220 feet of the fractional South half of the Fractional Southeast Quarter of Section No. 48 of Theo. F. Koch's Subdivision of the James Hughson League in Calhoun County, Texas, as per plat of said Subdivision recorded in Volume U, pages 18 and 19 of the Deed Records of said County, and being the same property conveyed to B. C. Padgett by B. W. Trull and wife, recorded in Volume 45, page 437 and Volume 54, page 397 of the Deed Records of Calhoun County, Texas, save and except a certain portion thereof conveyed to Gerd Peters, Jr. by T. E. Melcher, et al, Trustees, by Deed dated July 24, 1947 and of record in Volume 57, page 544-546 of said Records.

TRACT NO. 2: Being all of that part of the Fractional North half of Section No. 48, Theo. F. Koch Subdivision of the James Hughson League lying East of the East line of the bay front lots numbered one to twenty-one, inclusive, as shown by plat of the Recreation Beach Subdivision recorded in Volume Z on page 22 of the Map Records of Calhoun County, Texas, and also East of a continuation of said East line of said lots to the South line of said Fractional North half of Section No. 48, the tract

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MCDONALD, F.C.
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1001 OFFICE DEPT. 1
411 WEST JACKSON
EL CAMPO, TEXAS 78020

advertising the property for sale, or signs used by a builder to advertise the property except one sign containing a surface area of not more than six (6) square feet. 1.08 No sign of any kind shall be displayed to the public view on any lot, in connection with the erection of improvements.

1.07 No excavation for stone, gravel, or earth shall be made thereon except of trash and/or wastes shall be kept clean and in good repair. 1.06 All containers, incinerators or other equipment for the storage or disposal out of sight in enclosed storage areas except when in use.

with good housekeeping. All household and yard tools and equipment shall be kept kept in sanitary containers and shall be disposed of at regular intervals consistent the Association in the common area. All trash, garbage, and other wastes shall be dumping of rubbish, trash or other waste, except for the trash dump maintained by 1.05 No part of the Subdivision or any lot therein shall be used for the in no event shall any person keep household pets for commercial purposes.

pastured or permitted on any residential lot or common areas in the Subdivision, but other animals, or fowls or poultry, except household pets, shall be kept, staked, 1.04 No cows, horses, sheep, goats, hogs, chickens, ducks, rabbits, or any guests. Leasing, subletting, renting, etc. to third parties is prohibited.

lot shall be held solely for the use of the lot owner, his or her family, and their shall said lot in any way be used for other than strictly residential purposes. Each of any kind for profit shall be maintained upon or in connection with any lot, nor 1.03 No manufacturing or commercial or professional enterprise, or enterprise to the neighborhood or the Subdivision.

shall anything be done thereon which may be or may become an annoyance or nuisance 1.02 No noxious or offensive activity shall be carried on upon any lot, nor for no other purpose.

and every lot therein shall be used for single-family residential purposes only and 1.01 Except as may be indicated on the recorded plat of the Subdivision, each

ARTICLE I

herein described being designated on said map above referred to as the Koerber Farm and containing approximately sixty (60) acres of land. TRACT NO. 3: Being a strip of land 33 feet in width and being the North 33 feet of the South 43 feet of Lot C of Recreation Beach Subdivision recorded in Volume 2, page 22 of the Calhoun County Map Records. This 33-foot strip of land is bounded on the North by a lot owned by Wm. V. Hill Heirs, on the East by a private road, on the South by a lot owned by Jack Baker Heirs, and on the West by Caranchua Bay. TRACT NO. 4: Being the North 30 feet of Lot 21 of Recreation Beach Subdivision as shown by said plat recorded in Volume 2, page 22 of the Calhoun County Map Records.

- in the Subdivision.
- of water on other lots in the Subdivision, and will not interfere with the drainage permit the free flow of water to the end that the same will not cause the impounding parallel to the roadway which provides an opening of sufficient size and depth to a drainage structure, provided at the expense of each lot owner, thereunder and
- 2.09 Each and every private drive-way to any lot in the Subdivision shall have
- 2.08 Old school buses, junked cars or similar vehicles shall not be permitted.
- 2.07 Pickup campers are not to be taken off the truck and left on any lot.
- dwelling.
- 2.06 No outbuilding or garage erected on any lot shall be used as a permanent repair and must be painted when necessary to preserve their attractiveness.
- 2.05 All dwellings and other structures shall be kept and maintained in good months after construction is commenced.
- 2.04 All buildings shall normally be completed on the outside within six (6) comparable to those built by commercial manufacturers.
- commercial manufacturer shall be of design, appearance, quality and materials
- 2.03 Any metal outbuilding, storage building or toolhouse not built by a
- 2.02 No duplexes, rooming houses or similar buildings shall be permitted.
- 2.01 No more than one (1) single-family residence may be built on any one lot.

BUILDING RESTRICTIONS

ARTICLE II

- assume no liability for theft, loss, damage or injury to anyone.
- by them at their own risk. The Association, its successors, designees and assigns benefit of the property owners and their families and guests only and are to be used
- 1.12 All recreational facilities in the Subdivision shall be for the use and good repair so as to protect Subdivision property from erosion.
- 1.11 Lot owners are responsible for maintaining the seawall on said lot in fifty (50) feet of bay frontage and fifty (50) feet of road frontage.
- 1.10 Subdivision of lots is permitted, however, no lot shall have less than accumulation of junk, garbage, trash, or rubbish of any kind thereon.
- normal residential requirements. Such owners or occupants shall not permit the and shall in no event use any lot for storage of material and equipment except for keep all weeds and grass thereupon cut in a sanitary, healthful and attractive manner,
- 1.09 The owners or occupants of all lots of the Subdivision shall at all times owner's name and address.
- during the construction and sale of a residence; or one small sign displaying the

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5.01 The use of the Common Area shall be controlled by the Association, and the Association is hereby appointed agent of the owners for the purpose of negotiating and transacting with third parties regarding sale, lease, encumbrance, or other conveyance of all or a portion of the Common Area. Such action, however, must first be approved by one hundred (100%) percent of the lot owners voting at a

COMMON AREA

ARTICLE V

4.02 Campers and camper trailers may be parked temporarily on lots to accommodate visitors or family for special occasions, reunions, etc., but such vehicles or trailers may not be left on the lot after the occasion has ended, nor may such vehicles or trailers be parked on the lot for use as a residence on a continuing basis. In no event shall such vehicles remain on a lot for a period in excess of thirty (30) days. Prior to the effective date of this instrument.

4.01 No structure of a temporary character, trailer, mobile home, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence. Provided, however, that this provision shall not apply to such dwellings in place

PROHIBITED RESIDENTIAL USES

ARTICLE IV

3.01 No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot, nor shall oil well, tanks, tunnels, mineral excavations, or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any lot. However, such activities are permitted in the Common Area.

OIL DEVELOPMENT

ARTICLE III

2.10 All structures shall comply with all applicable laws and building codes, as well as all the restrictions herein.
2.11 No Building shall be located on any lot with bay frontage further than 125 feet west of the east property line of said lot.
2.12 In the event of a natural disaster such as a hurricane, tornado, or high water, each lot owner shall be responsible for repairing damaged structures, or, in the alternative, removing damaged structures so as to "clean-off" the lot so that it can be moved, within one (1) year of such disaster. Similarly, piers, boat houses, and other structures leading out into the bay from a particular lot shall be repaired or removed within one (1) year after they have been rendered unusable by such a disaster.

regular or special meeting of the members properly convened under the Bylaws of the members' Association.

5.02 Mineral Leases. The Association is expressly authorized to act on behalf of the Owners regarding the negotiation and execution of oil, gas, and mineral leases, surface damage and drilling agreements, and other related documents, with third parties. Any such action, however, must first be approved by one hundred (100%) percent of the owners voting at a regular or special meeting of the members properly convened under the Bylaws of the members' Association. The Association shall also act as agent to collect all monies due under such instruments.

5.03 All such instruments shall be executed by the Association President, and attested to by the Association Secretary, unless other officers have been authorized to sign in their stead by a duly adopted written resolution of the Association Board of Directors.

X 5.04 Each lot owner has the right and privilege and an easement to use all of said streets, roads, and common area, but subject to and conditioned upon the observance of the rules and regulations as may from time to time be promulgated by the Association for the use of such facilities and upon the payment of any and all dues, fees, charges, and assessments, which may be imposed by the Association for the establishment and maintenance thereof.

* 5.05 Each lot owner must use any right, privilege and easement granted herein in such a manner as not to interfere with any other lot owner's use. No boat, boat trailer, truck, car or trailer or any kind shall be parked or stored, except temporarily (12 hours), on any street or road.

5.06 It is contemplated that the Association will maintain the streets and roads, and the common areas in good, sanitary condition so as to permit the use thereof by all lot owners at all times.

5.07 The Association shall pay the ad valorem taxes for the common area annually from its operating funds.

5.08 All proceeds from the lease and/or sale of the common area collected by the Association shall be held for the benefit of the owners and shall be distributed

to the owners according to their ownership interests in the subdivision.

ARTICLE VI.

THE ASSOCIATION

6.01 The Owners bind themselves to establish a nonprofit corporation under the Texas Nonprofit Corporation Act to be known as the El Campo Beach Property Owners Association, Inc. Among the purpose for which the corporation shall be established are to promote the civic interests of persons owning or occupying lots

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UNITED STATES DISTRICT COURT
WEST JACKSON
-- CANAL, TEXAS 77411

in the Subdivision, to promote the safety and health of such persons, security protection for such persons, and to promote the cleanliness, beautification and protection of the property in the Subdivision.

6.02 To accomplish its purposes, the Association shall have the right to make rules and regulations to govern the conduct of the Owners and the use of all streets and roads, and other common areas in the Subdivision. It shall also have the right to make assessments against the lots in the Subdivision for the use in the maintenance of such streets and roads, water system, and other public areas. The association shall expressly have the right to:

a. Collect and expend, in the interest of the Subdivision as a whole, the maintenance fund herein created.

b. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by the members in a regular duly adopted any lot owner in the Subdivision). The Association may, in a resolution duly adopted by the members at a regular or special meeting, deny services provided to all members to any member who is in violation of these covenants and restrictions.

c. Enforce any lien imposed on any part of the Subdivision by reason of the violation of any of these covenants or restrictions, or reason of failure to pay the maintenance charge herein provided, and to execute a release of such lien upon performance.

d. Hire a caretaker who shall generally be responsible for lawn care, security, trash collection, maintenance of the common area, and other duties assigned by the Association. Each Owner hereby covenants to allow such caretaker to enter his lot to mow grass, check utility meters, fix, repair, or contain dangerous conditions or to perform other duties assigned by the Association.

6.03 Each Owner shall be a member of the Association by virtue of his ownership. Each member shall have such rights and privileges, in connection with the Association, as may from time to time be specified in its Articles of Incorporation and its By-Laws.

6.04 Each Owner shall have the right of first refusal regarding the sale of any lot in the subdivision to the third parties not members of the family of the selling lot owners. "Family" means ancestors, descendants and relations to the third degree of consanguinity and affinity. Any lot owner may sell to a family member without triggering the right of first refusal herein described. In the event a lot Owner receives a bona fide offer for the purchase of all or a portion of his lot from a non-family member, such lot Owner shall give written notice of such offer to the

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MCKINLEY, P.C.
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Association President, or Secretary. The notice shall set forth the name of the proposed buyer, the price, and all other terms and conditions of the proposed sale. It shall be the duty of the President and the Secretary to communicate the terms of the offer to the members of the Association within ten (10) days. Upon receipt of such notice, the Association members shall have the exclusive right and option, exercisable at any time during a period of thirty (30) days from the date of receipt of said notice to purchase the lot in question at the same price and on the same terms and conditions of the offer as set out in such notice. If any member decides to exercise the option, he or she shall give written notification to this effect to the Association President or Secretary, who shall note the date and time received thereon. The Association President or Secretary shall immediately notify the selling lot Owner that the option has been exercised, and the sale shall be closed within sixty (60) days thereafter. If more than one member of the Association exercises their option hereunder, the time and date of delivery of the notice of exercise to the Association shall determine which member shall be entitled to exercise such option. In the event none of the members of the Association exercise their right to first refusal hereunder, the selling lot Owner shall be free to sell the lot at the price and on the terms and conditions set forth in the original written notice. Any substantial change, however, in the price or other terms and conditions of the sale shall give rise to another right of first refusal in the members of the Association and the above written notice provisions shall again be complied with. A "substantial change" shall not include a variation in the sales price of less than five (5%) percent of the total sales price.

6.05 The Association shall have the right to enforce any and all of the protective covenants contained herein, and pursuant thereto has the right to contract for the performing of services which will remedy the breach of any covenant herein and assess the cost of said services against the particular lot owner involved. Each instrument of conveyance of any lot in the Subdivision shall make reference to these restrictions and shall contain a Contract Lien in favor of the Association securing the performance of these restrictions. Said Lien, however, shall be subordinate to all purchase money liens and construction liens, whenever created, given to secure repayment of funds loaned to purchase or improve the property.

6.06 Each lot in the Subdivision is hereby subject to an annual maintenance charge of \$400.00 per lot for the purpose of creating a fund to be known as the "maintenance fund" to be paid annually on the 1st day of August of each year, to the El Campo Beach Property Owners' Association at such place as it shall designate in writing, and said charge and Lien are hereby assigned to the said El Campo Beach Property Owners' Association. Late payments shall accrue at twelve (12%) percent

annual rate. The annual maintenance charge and the interest rate for late payments shall be charged from year to year by the R. Campu Beach Property Owners' Association. The charge shall be the same for each lot even though the size of the lots vary.

Funds arising from the charge shall be applied, so far as sufficient, toward the payment of maintenance expenses incurred for any and all of the following purposes: enforcing compliance with these restrictions, improving and maintaining the streets and water system, safety and expenses for the caretaker and/or manager, lawn care equipment and going other things necessary or desirable in the opinion of the Association to keep the property and the common facilities operating, and in lieu and good order, or any thing which it considers of general benefit to the owners or occupants of the addition, it being understood that the good faith judgment of said Association in the expenditure of such funds shall be final.

By acceptance of deed or execution of contract for deed, each purchaser agrees and consents to and joins in such maintenance charges, acknowledges the lien for enforcement or collection thereof. Said lien shall be deemed subordinate in the case of any person or entity which lends money for the purchase of any property in the subdivision and/or for the construction and/or permanent financing of improvements on such property, and shall be subject to the lien for taxes.

ARTICLE VIII.
Enforcement of Restrictions

7.01 Any owner shall have the right to enforce, by any (enforcing at law or in equity, all restrictions, conditions, and covenants now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so hereafter.

7.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

7.03 The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, owners who are parties to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless waived as provided as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be extended during the first ten years and

WITNESSETH that the foregoing is the true and correct copy of the Declaration of Restrictions, Conditions, and Covenants for the R. Campu Beach Property Owners' Association, as the same may be amended from time to time.

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year period by an instrument signed by not less than 90 percent of the Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than seventy-five (75%) percent of the Owners. No amendment shall be effective until recorded in the Deed Record of Calhoun County, Texas, not until the approval of any governmental regulatory body which is required shall have been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

the day and year first above written.

ALINE PETERS	JOHN HOLLINGSWORTH
FARRE D. ALKER	TINA HOLLINGSWORTH
CORNELIUS E. HILL	JAMES K. HALL
SARAH HILL	ANNE HALL
VERNON GUYER	M. C. AGERA
JOSEPHINE GUYER	ESTHER P. AGERA
FRED W. MITCHER, JR.	GAIL BUELTZ
BARBARA J. MITCHER	DIANE BUELTZ
GEORGE APPLING	DELIA DOSON
LOU L. APPLING	RENEE L. MARTIN
DUFE THIMBLE	CHRYSTA MARTIN
RUBY MILLIGAN	RUSSELL W. JOHNSON
DEAN HENNINGER	HELEN APPLING
SUE HENNINGER	CHARLES MARTIN
BILL HUMPHREY	EVELYN MARTIN
HELEN HUMPHREY	HAROLD WILKES
B. JOSEPH LANGE, III	NOELDE WILKES
CAMPBELL LANGE	TOM HENDERSON

NOTARIAL PUBLIC
STATE OF TEXAS
COUNTY OF CALHOUN
My Comm. Expires 12/31/2011

Notary Public, State of Texas
10-30-82

This instrument was acknowledged before me on this _____ day of _____, 1986 by CORNELIUS E. HILL, and wife, SARAH HILL.

THE STATE OF TEXAS
COUNTY OF _____
Grace Vacklavick
Notary Public, State of Texas
10-30-83

This instrument was acknowledged before me on this _____ day of _____, 1987 by FANNIE BLAKKEL.

THE STATE OF TEXAS
COUNTY OF _____
Grace Vacklavick
Notary Public, State of Texas
10-30-87

This instrument was acknowledged before me on this _____ day of _____, 1988 by ALINE PETERS.

THE STATE OF TEXAS
COUNTY OF _____

CATHERINE M. WILLIS

GEORGE WILLIS

ROY H. MOORE

GRACE VACKLAVICK

HELEN VACKLAVICK

SUBAN WALKER

BILL WALKER

JOYCE GANN

DENNIS R. GANN

BARBARA J. RICHNER

FRED W. MELCHER, JR.

TORIA A. HENDERSON

ROBERT M. RAULEY

CAROLYN M. LANGRISH

Carroll M. Langrish

Carroll M. Langrish

THE STATE OF TEXAS
COUNTY OF Williamson
This instrument was acknowledged before me on this 12th day of August, 1985 by VERNON GUYER and wife, JOSEPHINE GUYER.

THE STATE OF TEXAS
COUNTY OF Williamson
This instrument was acknowledged before me on this 19th day of July, 1985 by FRED W. MELCHER, JR. and wife, BARBARA J. MELCHER.

THE STATE OF TEXAS
COUNTY OF Williamson
This instrument was acknowledged before me on this 18th day of August, 1985 by GEORGE APPLING and wife, LOUELLA APPLING.

THE STATE OF TEXAS
COUNTY OF Williamson
This instrument was acknowledged before me on this 14th day of July, 1985 by DUFF TRIMBLE.

THE STATE OF TEXAS
COUNTY OF Williamson
This instrument was acknowledged before me on this 25th day of August, 1985 by RUBY MILLIGAN.

Notary Public, State of Texas
Grace Vaclavick
Comm. Expires 10-30-88

THE STATE OF TEXAS
COUNTY OF Wharton
This instrument was acknowledged before me on this 6th day of July 1985 by DEAN HENNINGER and wife, SUE HENNINGER.

Notary Public, State of Texas
Randy M. Clapp
Commission Expires 12-22-07

THE STATE OF TEXAS
COUNTY OF Wharton
This instrument was acknowledged before me on this 6th day of July 1985 by BILL HUMPHREY and wife, HELEN HUMPHREY.

Notary Public, State of Texas
Randy M. Clapp
Commission Expires 12-22-87

THE STATE OF TEXAS
COUNTY OF _____
This instrument was acknowledged before me on this _____ day of _____, 1985 by _____

Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF Wharton
This instrument was acknowledged before me on this 31st day of August 1985 by B. JOHN LANGE, III.

Notary Public, State of Texas
Grace Vaclavick
Comm. expires 10-30-88

THE STATE OF TEXAS
COUNTY OF Wharton
This instrument was acknowledged before me on this 31st day of August 1985 by CAMPBELL LANGE.

Notary Public, State of Texas
Grace Vaclavick
Comm. expires 10-30-88

THE STATE OF TEXAS
COUNTY OF Wharton
This instrument was acknowledged before me on this 6th day of July, 1985 by DEAN HENNINGER and wife, SUE HENNINGER.

Notary Public, State of Texas
Randy M. Clapp
Commission Expires 12-22-07

THE STATE OF TEXAS
COUNTY OF Wharton
This instrument was acknowledged before me on this 6th day of July, 1985 by BILL HUMPHREY and wife, HELEN HUMPHREY.

Notary Public, State of Texas
Randy M. Clapp
Commission Expires 12-22-87

THE STATE OF TEXAS
COUNTY OF _____
This instrument was acknowledged before me on this _____ day of _____, 1985 by _____

Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF Wharton
This instrument was acknowledged before me on this 31st day of August, 1985 by B. JOHN LANGE, III.

THE STATE OF TEXAS
COUNTY OF Wharton
This instrument was acknowledged before me on this 31st day of August, 1985 by CAMPBELL LANGE.

Notary Public, State of Texas
Grace Vaclavick
Comm. expires 10-30-88

WILSON, CLAY
MEMPHIS, TENN.
ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION
POST OFFICE BOX 1318
EL CAMINO, TEXAS 75110
(817) 331-1111



THE STATE OF TEXAS
COUNTY OF Wichita
This instrument was acknowledged before me on this 6th day of July, 1985, by DR. RONALD GOELZER and wife, CAROLYN GOELZER.

Notary Public, State of Texas
Grace Vackavick
comm. expires 10-30-88

Randy M. Clapp
Notary Public, State of Texas

Commission Expires 12-22-87

Notary Public, State of Texas

1985 by R. J. Hermann of P. J. HERMANN

This instrument was acknowledged before me on this 3rd day of July

Notary Public, State of Texas

Commission Expires 12-22-87

Notary Public, State of Texas

1985 by J. A. Mattingly President of MARINE

This instrument was acknowledged before me on this 6th day of July

Notary Public, State of Texas

Commission Expires 12-22-87

Notary Public, State of Texas

1985 by ROBERT M. RADLEY and wife, RITA M. RADLEY.

This instrument was acknowledged before me on this 6th day of July

Notary Public, State of Texas

Commission Expires 12-22-87

Notary Public, State of Texas

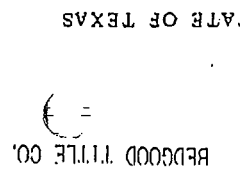
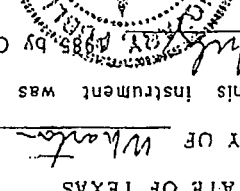
1985 by CAROLYN M. LANGE.

This instrument was acknowledged before me on this 6th day of July

Notary Public, State of Texas

Commission Expires 12-22-87

Notary Public, State of Texas



THE STATE OF TEXAS
COUNTY OF Wichita
§
§

This instrument was acknowledged before me on this 25th day of August, 1985 by ROSS COUREY and wife, CATHERINE COUREY.

Notary Public, State of Texas
Grace Vaclavick
Comm expires 10-30-88
§
§

This instrument was acknowledged before me on this 6th day of July, 1985 by GEORGE WILLIS and wife, CATHERINE M. WILLIS.

Notary Public, State of Texas
RANDY M. CLAPP
Commission Expires 12-22-87
§
§

This instrument was acknowledged before me on this 3rd day of August, 1986 by JOHN HOLINGSWORTH and wife, TINA HOLINGSWORTH.

Notary Public, State of Texas
Grace Vaclavick
Comm expires 10-30-88
§
§

This instrument was acknowledged before me on this 27th day of July, 1986 by JAMES R. HALL and wife, ANNE HALL.

Notary Public, State of Texas
Grace Vaclavick
Comm. Expires 10-30-88
§
§

This instrument was acknowledged before me on this 2nd day of August, 1985 by W. C. AVERA and wife, ESTHER P. AVERA.

Notary Public, State of Texas
Grace Vaclavick
Comm. expires 10-30-88

THE STATE OF TEXAS

COUNTY OF Wichita

§

§

This instrument was acknowledged before me on this 20th day of August, 1985 by GALE BUELTEL and wife, DIANE BUELTEL.

Notary Public, State of Texas

Grace Vaclavick
Comm expires 10-30-88

THE STATE OF TEXAS

COUNTY OF Wichita

§

This instrument was acknowledged before me on this 20th day of July, 1985 by DELIA DUSON.

Notary Public, State of Texas

Grace Vaclavick
Comm. expires 10-30-88

THE STATE OF TEXAS

COUNTY OF Wichita

§

This instrument was acknowledged before me on this 20th day of July, 1985 by KENNETH MARTIN and wife, CYNTHIA MARTIN.

Notary Public, State of Texas

RANDY M. CLAPP
Commission Expires 12-22-87

THE STATE OF TEXAS

COUNTY OF Wichita

§

This instrument was acknowledged before me on this 20th day of July, 1985 by RUSSELL W. JOHNSON.

Notary Public, State of Texas

RANDY M. CLAPP
Commission Expires 12-22-87

THE STATE OF TEXAS

COUNTY OF Wichita

§

This instrument was acknowledged before me on this 19th day of July, 1985 by HEFNER APPLING.

Notary Public, State of Texas

Grace Vaclavick
Comm Expires 10-30-88

NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES 10-30-88
GRACE VACLAVICK
1000 W. 12TH
EL PASO, TEXAS 79902

HONAN, CLAPP
MEINARDUS &
MCDONALD, P.C.
ATTORNEYS AT LAW
NATIONAL ASSOCIATION
POST OFFICE BOX 1
111 WEST JACKSON
ST. CHAMBER, TEXAS 75101
(214) 512-1111

Notary Public, State of Texas

This instrument was acknowledged before me on this _____ day of _____, 1985 by DENNIS R. GANN and wife, JOYCE GANN.

COUNTY OF _____
THE STATE OF TEXAS

Grace Vackavick
Notary Public, State of Texas
Comm. expires 10-30-88

MELCHER.

This instrument was acknowledged before me on this _____ day of _____, 1985 by FRED W. MELCHER, JR. and wife, BARBARA J.

COUNTY OF _____
THE STATE OF TEXAS

Grace Vackavick
Notary Public, State of Texas
Comm. expires 10-30-88

This instrument was acknowledged before me on this _____ day of _____, 1985 by TOM HENDERSON and wife, TORIA A. HENDERSON, by and through their Attorney In Fact, DONALD HENDERSON.

COUNTY OF _____
THE STATE OF TEXAS

RANDY M. CLAPP
Notary Public, State of Texas
Commission Expires 12-22-87

This instrument was acknowledged before me on this _____ day of _____, 1985 by HAROLD WILKES and wife, MOZELLE WILKES.

COUNTY OF _____
THE STATE OF TEXAS

RANDY M. CLAPP
Notary Public, State of Texas
Commission Expires 12-22-87

This instrument was acknowledged before me on this _____ day of _____, 1985 by CHARLES MARTIN and wife, EVELYN MARTIN.

COUNTY OF _____
THE STATE OF TEXAS

RANDY M. CLAPP
Notary Public, State of Texas
Commission Expires 12-22-87

MORGAN, CLARK
MEMORANDUM
MCDONALD, R.C.
ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION
NOT OFFICE HOURS
111 WEST JACKSON
EL PASO, TEXAS 79901
(940) 541-1111

THE STATE OF TEXAS

COUNTY OF Wichita

This instrument was acknowledged before me on this 2nd day of June, 1987 by BILL WALKER and wife, SUSAN WALKER.

Notary Public, State of Texas

Grace Vaclavick

Comm expires 10-30-88

THE STATE OF TEXAS

COUNTY OF Wichita

This instrument was acknowledged before me on this 6th day of July, 1985, by HENRY VACLAVICK, JR. and wife, GRACE VACLAVICK.

Notary Public, State of Texas

RANDY M. CLAPP

Commission Expires 12-22-87

THE STATE OF TEXAS

COUNTY OF Wichita

This instrument was acknowledged before me on this 11th day of July, 1987 by ROY H. MOORE.

Notary Public, State of Texas

Grace Vaclavick

Comm Expires 10-30-88

EXHIBIT "A"
EL CAMPO BEACH SUBDIVISION

Owner Lot Description Width Shore of Common Area

Alline Peters Portion of SE/4 of Sec. 48 per Deed at Vol. 57, p. 544 200' 1

Fannie Blaker A, B, S 10' C 196' 1

Common Area N 33' of S 43' C 33' 1

Cornelius B. Hill N 57' C, S 25' D 82' 1

Sarah Hill N 75' D 75' 1

Vernon Guyer Barbara J. Melcher, Jr. 0 100' 1

George Appling Louella Appling 1 100' 1

Duff Trimble 2 100' 1

Ruby Milligan 1/2 Minerals, Lot 2 100' 1

Dean Henninger Sue Henninger 3 100' 1

Bill Humphrey Helen Humphrey 4 100' 1

Carolyn M. Lange, Life Tenant 8 100' 1

Robert M. Radley Rita M. Radley S 1/2 7 (Surface) 50' 1

Marine Petroleum N 1/2 7 (Surface) 50' 1 (Surface)

P. J. Herrmann Estate 7 (Minerals) 50' 2 (Minerals)

Dr. Ronald Goelzer Carolyn Goelzer S 90' 8 90' 1

Ross Couey Catherine Couey N 10' 8, S 50' 9 60' 1/2

George Willis Catherine M. Willis N 50' 9 50' 1/2

John Hollingsworth Tina Hollingsworth 10 100' 1

James R. Hall Anne Hall S 50' 11 30' 1

W. C. Averra Esther P. Averra S 50' 11, 12 150' 1

Gale Buettel Diane Buettel 13, S 25' 14 125' 1 1/4

Della Dudson

MORGAN, CLARK
MEMPHIS, TN
ATTORNEYS AT LAW
INVESTMENT MANAGEMENT
POST OFFICE BOX 8
441 WEST JACKSON
ST. LOUIS, MISSOURI 63102

EXHIBIT "A"
 EL CAMPO BEACH SUBDIVISION

Owner Lot Description Width Share of Common Area

Aline Peters Portion of SE/4 of Sec. 48 per Deed at Vol. 57, p. 544 200' 1

Fannie Blaker A, B, S 10' C 196' 1

Common Area N 33' of S 43' C 33' —

Cornelius E. Hill N 57' C, S 25' D 82' 1

Vernon Guyer N 75' D 75' 1

Fred W. Melcher, Jr. 0 100' 1

Barbara J. Melcher George Appling Louella Appling 1 100' 1

Duff Trimble 2 100' 1 (Surface)

Ruby Milligan 1/2 Minerals, Lot 2 -- 100' 1/2 (Minerals)

Dean Henninger 3 100' 1

Bill Humphrey 4 100' 1

B. John Lange, III 5 100' 1

Carolyn M. Lange, Life Tenant 6 100' 1

Robert M. Radley S 1/2 7 (Surface) 50' 1 (Surface)

Marine Petroleum N 1/2 7 (Surface) 50' 1 (Surface)

P. J. Herrmann Estate 7 (Minerals) and Trust — 2 (Minerals)

Dr. Ronald Goelzer S 90' 8 90' 1

Ross Couey N 10' 8, S 50' 9 60' 1/2

George Willis N 50' 9 50' 1/2

John Hollingsworth 10 100' 1

James R. Hall S 50' 11 50' —

W. C. Avera S 50' 11, 12 150' 1

Gale Buelter 13, S 25' 14 125' 1 1/4

Delia Duson

MORGAN, CLARK
 ATTORNEYS AT LAW
 1100 N. 10TH ST.
 EL CAMPO, TEXAS 78021



BY *Freddie A. Shively*
 MARY LOIS McMAHAN
 Clerk, County Court, Calhoun County
 Deputy

Witness my hand and seal of the County Court of said County, at office in Port Lavaca, Texas, the day
 and year last above named.

I, MARY LOIS McMAHAN, County Clerk in and for said County, do hereby certify
 that the foregoing instrument, with its certificate of authentication, was filed for record in my office, on the
 day of July, A.D. 1987, at 9:45 o'clock A.M., and duly recorded
 the 24th day of July, A.D. 1987, in the Official Records in said County, in
 Vol. 7, on page 114-134

Owner	Lot Description	Width	Share of Common Area
Kenneth Martin Cynthia Martin Russell W. Johnson	N 75' 14, 15	175'	1 3/4
Hefner Appling Alice Appling	16	100'	1
Charles Martin Evelyn Martin	17	100'	1
Harold Wilkes Mozelle Wilkes	18 (Surface)	100'	1 (Surface)
Tom Henderson Torla A. Henderson	18 (Mineral)	—	1 (Minerals)
Fred W. Melcher, Jr. Barbara J. Melcher	S 65' 19	65'	65/100
Dennis R. Gann Joyce Gann	N 35' 19, S 30' 20	65'	65/100
Bill Walker Susan Walker	N 70' 20	70'	70/100
Henry Vacilavick, Jr. Grace Vacilavick	S 90' 21	90'	1
Roy H. Moore Mary F. Moore	N 60' of S 150' 21	60'	1
Common Area	N 30' 21	30'	—