

**NOTICE OF BOARD OF ADJUSTMENTS AND APPEALS REGULAR MEETING  
CITY OF SOUTH PADRE ISLAND**

**TUESDAY, JUNE 7, 2022**

9:00 AM AT THE MUNICIPAL BUILDING,  
CITY COUNCIL CHAMBERS, 2ND FLOOR  
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

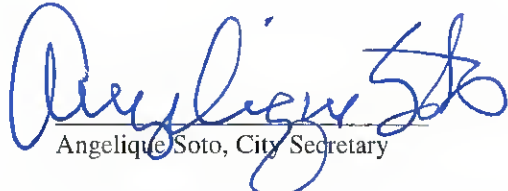
1. Call to Order
2. Pledge of Allegiance
3. Election of Chairman and Vice-Chairman.
4. **Public Comments and Announcements:** *This is an opportunity for citizens to speak to the Board relating to agenda or non-agenda items. Speakers are required to address the Board at the podium and give their name before addressing their concerns. [Note: State law will not permit the Board of Adjustments and Appeals (Zoning) to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future Board of Adjustments and Appeals (Zoning) meeting]*
5. Regular Agenda
  - 5.1. Discussion and Action to approve the minutes of the December 7, 2021 Regular Board of Adjustments & Appeals (Zoning) Meeting. (M. Martinez)
  - 5.2. PUBLIC HEARING: to discuss a request by Moy Corbitt, applicant on behalf of Craig and Christina Sparling property owners for a variance from Chapter 20 Zoning, Section 20-14 Parking Regulations, (B) Number of Parking Required, (7) of the City's Code of Ordinances. The applicant is requesting one (1) parking space per unit instead of the required two (2) parking spaces per unit located at 208 W Kingfish Street. (Lot 8 Block 66, Padre Beach Subdivision, Section V)
  - 5.3. DISCUSSION AND ACTION: to discuss a request by Moy Corbitt, applicant on behalf of Craig and Christina Sparling property owners for a variance from Chapter 20 Zoning, Section 20-14 Parking Regulations, (B) Number of Parking Required, (7) of the City's Code of Ordinances. The applicant is requesting one (1) parking space per unit instead of the required two (2) parking spaces per unit located at 208 W Kingfish Street. (Lot 8 Block 66, Padre Beach Subdivision, Section V)
  - 5.4. PUBLIC HEARING: to discuss a request by Arturo A. Nelson, with Costa Azul Development, LLC property owners for a variance from Chapter 20 Zoning, Section 20-7.1 District "B-2" Residential & Multi-family Dwelling District, (A) Area, width, and depth of lots of the City's Code of Ordinances. The applicant is requesting a width of 23.75 feet instead of the required width of 25 feet of lot for Lots 1 & 2 Block 5 of Sunny Isle Subdivision and Lots 7 & 8 Block 3 of Padre Beach Subdivision, Section I.

- 5.5. DISCUSSION AND ACTION: to discuss a request by Arturo A. Nelson, with Costa Azul Development, LLC property owners for a variance from Chapter 20 Zoning, Section 20-7.1 District "B-2" Residential & Multi-family Dwelling District, (A) Area, width, and depth of lots of the City's Code of Ordinances. The applicant is requesting a width of 23.75 feet instead of the required width of 25 feet of lot for Lots 1 & 2 Block 5 of Sunny Isle Subdivision and Lots 7 & 8 Block 3 of Padre Beach Subdivision, Section I.
- 5.6. PUBLIC HEARING: to discuss a request by LTD SPI, Enrique Garza property owners for a variance from Chapter 20 Zoning, Section 20-14 Parking Regulations, (A) General Regulations (6) Required parking for a non-residential use may be located off-site under the following circumstances: (a) No more than fifty (50) percent of the required parking for the use may be located off-site in accordance with the City's Code of Ordinances. The applicant is requesting to have a maximum of five (5) on-site parking spaces located at 5102 Gulf Blvd. (Lot 1A Block 156 Padre Beach Subdivision, Section X)
- 5.7. DISCUSSION AND ACTION: to discuss a request by LTD SPI, Enrique Garza property owners for a variance from Chapter 20 Zoning, Section 20-14 Parking Regulations, (A) General Regulations (6) Required parking for a non-residential use may be located off-site under the following circumstances: (a) No more than fifty (50) percent of the required parking for the use may be located off-site in accordance with the City's Code of Ordinances. The applicant is requesting to have a maximum of five (5) on-site parking spaces located at 5102 Gulf Blvd. (Lot 1A Block 156 Padre Beach Subdivision, Section X)

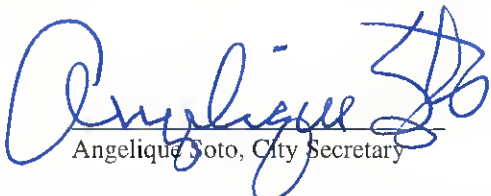
6. Adjourn

One or more members of the City of South Padre Island City Council may attend this meeting; if so, this statement satisfies the requirements of the OPEN MEETINGS ACT.

DATED THIS THE 3<sup>RD</sup> DAY OF JUNE 2022

  
Angelique Soto, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE BOARD OF ADJUSTMENTS AND APPEALS OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON JUNE 3, 2022, AT/OR BEFORE 5:00 PM AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

  
Angelique Soto, City Secretary

THIS FACILITY IS WHEELCHAIR ACCESSIBLE, AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT BUILDING OFFICIAL, GEORGE MARTINEZ AT (956)761-8103.



**CITY OF SOUTH PADRE ISLAND  
BOARD OF ADJUSTMENTS AND APPEALS  
AGENDA REQUEST FORM**

**MEETING DATE:** June 7, 2022

**NAME & TITLE:** Marta Martinez

**DEPARTMENT:** Planning/Parks & Rec. Department

**ITEM**

Discussion and Action to approve the minutes of the December 7, 2021 Regular Board of Adjustments & Appeals (Zoning) Meeting. (M.Martinez)

**ITEM BACKGROUND**

Approve Regular Meeting Minutes of December 7, 2021.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**

**MEETING MINUTES  
CITY OF SOUTH PADRE ISLAND  
BOARD OF ADJUSTMENTS & APPEALS (ZONING)**

**TUESDAY, DECEMBER 7, 2021**

**1. CALL TO ORDER**

The Board of Adjustments & Appeals (Zoning) of the City of South Padre Island, Texas held a Special Meeting on Tuesday, December 7, 2021 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Chairman Paul Fedigan called the meeting to order at 9:00 a.m. A quorum was present: Board Members Chris Huffman, Cain Mahan, Joseph Praster, and alternate Board Member Abbie Mahan. Board Member with an excused absence was and Gordon Garlock.

City staff members present were Public Works Director C. Alejandro Sanchez, and Planning Coordinator Marta Martinez.

**2. PLEDGE OF ALLEGIANCE**

Chairman Paul Fedigan led those present in the Pledge of Allegiance.

**3. PUBLIC COMMENTS AND ANNOUNCEMENTS.**

None.

**4. REGULAR AGENDA**

**4.1 DISCUSSION AND ACTION TO APPROVE THE MINUTES OF THE NOVEMBER 9, 2021 SPECIAL MEETING.**

Chairman Fedigan made a motion, seconded by Board Member C. Mahan to approve the November 9, 2021 special meeting minutes as submitted. The motion passed with a 4:0:1 vote. Board Member Praster abstained.

**4.2 PUBLIC HEARING TO DISCUSS A REQUEST BY AMERICAN DIVING FOR A VARIANCE FROM CHAPTER 15 SIGNS, SECTION 15-2 DEFINITIONS, SECTION 15-7 SIGN STANDARD, AND TABLE 15-1 COMMERCIAL SIGNS FOR MULTI-TENANT CENTERS & OFFICE COMPLEXES OF THE CITY'S CODE OF ORDINANCES. THE APPLICANT IS REQUESTING TO MOVE THE EXISTING LEGALLY NON-**

**CONFORMING MULTI-TENANT MONUMENT SIGN 30 FEET SOUTH FROM EXISTING LOCATION ON 33256 STATE PARK ROAD 100.**

Chairman Fedigan announced the item from the agenda and opened the public hearing at 9:02 a.m. and asked if anyone wish to speak in favor or against this agenda item. Jim Inhale spoke in favor of the agenda item. Chairman Fedigan then closed the public hearing at 9:03 a.m.

**4.3 DISCUSSION AND ACTION REGARDING A REQUEST BY AMERICAN DIVING FOR A VARIANCE FROM CHAPTER 15 SIGNS, SECTION 15-2 DEFINITIONS, SECTION 15-7 SIGN STANDARD, AND TABLE 15-1 COMMERCIAL SIGNS FOR MULTI-TENANT CENTERS & OFFICE COMPLEXES OF THE CITY'S CODE OF ORDINANCES. THE APPLICANT IS REQUESTING TO MOVE THE EXISTING LEGALLY NON-CONFORMING MULTI-TENANT MONUMENT SIGN 30 FEET SOUTH FROM EXISTING LOCATION ON 33256 STATE PARK ROAD 100.**

Chairman announced the item from the agenda and asked for a staff report. Public Works Director C. Alejandro Sanchez gave a brief presentation. Chairman Fedigan then opened it up for discussion by the Board. After some discussion Chairman Fedigan made a motion, seconded by Board Member Praster to approve the relocation of the existing legally non-conforming multi-tenant monument sign 30 feet south from existing location. The motion carried unanimously.

**4.4 PUBLIC HEARING TO DISCUSS A REQUEST BY JOSE ALEJANDRO CANTU FOR A VARIANCE FROM CHAPTER 20 ZONING, SECTION 20-7 (D) AREA REGULATIONS, (2) SIDE YARDS, (a) OF THE CITY'S CODE OF ORDINANCES. THE APPLICANT IS REQUESTING TO ENCROACH FIVE (5) FEET INTO THE SIDE YARD SETBACK FOR THE PROPOSED CONSTRUCTION OF DUPLEX LOCATED AT 201 W HUISACHE STREET. (LOT 12 BLOCK 95, PADRE BEACH SUBDIVISION, SECTION VII)**

Chairman Fedigan announced the item from the agenda and opened the public hearing at 9:09 a.m. and asked if anyone wish to speak in favor or against this agenda item. Hector Guerra and Alejandro Cantu spoke in favor of the agenda item. Chairman Fedigan then closed the public hearing at 9:12 a.m.

**4.5 DISCUSSION AND ACTION REGARDING A REQUEST BY JOSE ALEJANDRO CANTU FOR A VARIANCE FROM CHAPTER 20 ZONING, SECTION 20-7 (D) AREA REGULATIONS, (2) SIDE YARDS, (a) OF THE CITY'S CODE OF ORDINANCES. THE APPLICANT IS REQUESTING TO ENCROACH FIVE (5) FEET INTO THE SIDE YARD SETBACK FOR THE PROPOSED CONSTRUCTION OF DUPLEX LOCATED AT 201 W HUISACHE STREET. (LOT 12 BLOCK 95, PADRE BEACH SUBDIVISION, SECTION VII)**

Chairman announced the item from the agenda and asked for a staff report. Public Works Director C. Alejandro Sanchez gave a brief presentation. Chairman Fedigan then opened it up for discussion by the Board. After some discussion Chairman Fedigan made a motion, seconded by Board Member Praster to deny the encroachment into the side yard setback. The motion carried unanimously.

**4.6 PUBLIC HEARING TO DISCUSS A REQUEST BY MARIA J. HERNANDEZ FOR A VARIANCE FROM CHAPTER 20 ZONING, SECTION 20-7 (D) AREA REGULATIONS, (2) SIDE YARDS, (3) REAR YARD OF THE CITY'S CODE OF ORDINANCES. THE APPLICANT IS REQUESTING A ZERO (0) SIDE YARD SETBACK FOR A STAIRWELL STRUCTURE, A SWIMMING POOL, AN EXTERIOR SHOWER, AND ALSO REQUESTING A REAR YARD SETBACK FOR AN UNENCLOSED DECK, AND A SUPPORT STRUCTURE TO ENCROACH INTO THE UTILITY EASEMENT LOCATED AT 115 & 117 E MARLIN STREET. (LOTS 12 & 13 BLOCK 27, PADRE BEACH SUBDIVISION, SECTION III)**

Chairman Fedigan announced the item from the agenda and opened the public hearing at 9:19 a.m. and asked if anyone wish to speak in favor or against this agenda item. Emmanuel Hernandez spoke in favor of the agenda item. Chairman Fedigan then closed the public hearing at 9:22 a.m.

**4.7 DISCUSSION AND ACTION REGARDING A REQUEST BY MARIA J. HERNANDEZ FOR A VARIANCE FROM CHAPTER 20 ZONING, SECTION 20-7 (D) AREA REGULATIONS, (2) SIDE YARDS, (3) REAR YARD OF THE CITY'S CODE OF ORDINANCES. THE APPLICANT IS REQUESTING A ZERO (0) SIDE YARD SETBACK FOR A STAIRWELL STRUCTURE, A SWIMMING POOL, AN EXTERIOR SHOWER, AND ALSO REQUESTING A REAR YARD SETBACK FOR AN**

**UNENCLOSED DECK, AND A SUPPORT STRUCTURE TO ENCROACH INTO THE UTILITY EASEMENT LOCATED AT 115 & 117 E MARLIN STREET. (LOTS 12 & 13 BLOCK 27, PADRE BEACH SUBDIVISION, SECTION III)**

Chairman announced the item from the agenda and asked for a staff report. Public Works Director C. Alejandro Sanchez gave a brief presentation. Chairman Fedigan then opened it up for discussion by the Board. After much discussion Chairman Fedigan made a motion, seconded by Board Member Huffman to deny the encroachment into the side yard and rear yard setback. The motion passed with a 4:0:1 vote. Board Member Huffman abstained.

**5. ADJOURN**

There being no further business, Chairman Fedigan adjourned the meeting at 9:38 a.m.

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Marta Martinez, Planning Coordinator

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Paul Fedigan, Chairman

**CITY OF SOUTH PADRE ISLAND  
BOARD OF ADJUSTMENTS AND APPEALS  
AGENDA REQUEST FORM**

**MEETING DATE:** June 7, 2022

**NAME & TITLE:** Alex Sanchez, Public Works Director

**DEPARTMENT:** Planning/Parks & Rec. Department

**ITEM**

**PUBLIC HEARING:** to discuss a request by Moy Corbitt, applicant on behalf of Craig and Christina Sparling property owners for a variance from Chapter 20 Zoning, Section 20-14 Parking Regulations, (B) Number of Parking Required, (7) of the City's Code of Ordinances. The applicant is requesting one (1) parking space per unit instead of the required two (2) parking spaces per unit located at 208 W Kingfish Street. (Lot 8 Block 66, Padre Beach Subdivision, Section V)

**ITEM BACKGROUND**

1. The Chairman opens the Public Hearing by reading the caption from the Board's agenda.
2. The Chairman asks if anyone is present to speak in favor of agenda item.
3. Once everyone in favor has spoken, the Chairman then asks if anyone is present to speak in opposition of agenda item.
4. Once everyone in opposition has had an opportunity to speak, the Chairman will then close the Public Hearing.

Please keep in mind that the Board will normally have discussion and action during the next item on the agenda. The Public Hearing is for the purpose of receiving comments from the public. It is not necessary for the Board Members to respond to the public at this time. If a member of the public raises a question, the members of the Board should make note of it to address during the next discussion and action item after the Public Hearing has been closed.

Staff has received one (1) email in favor and one (1) email in opposition.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

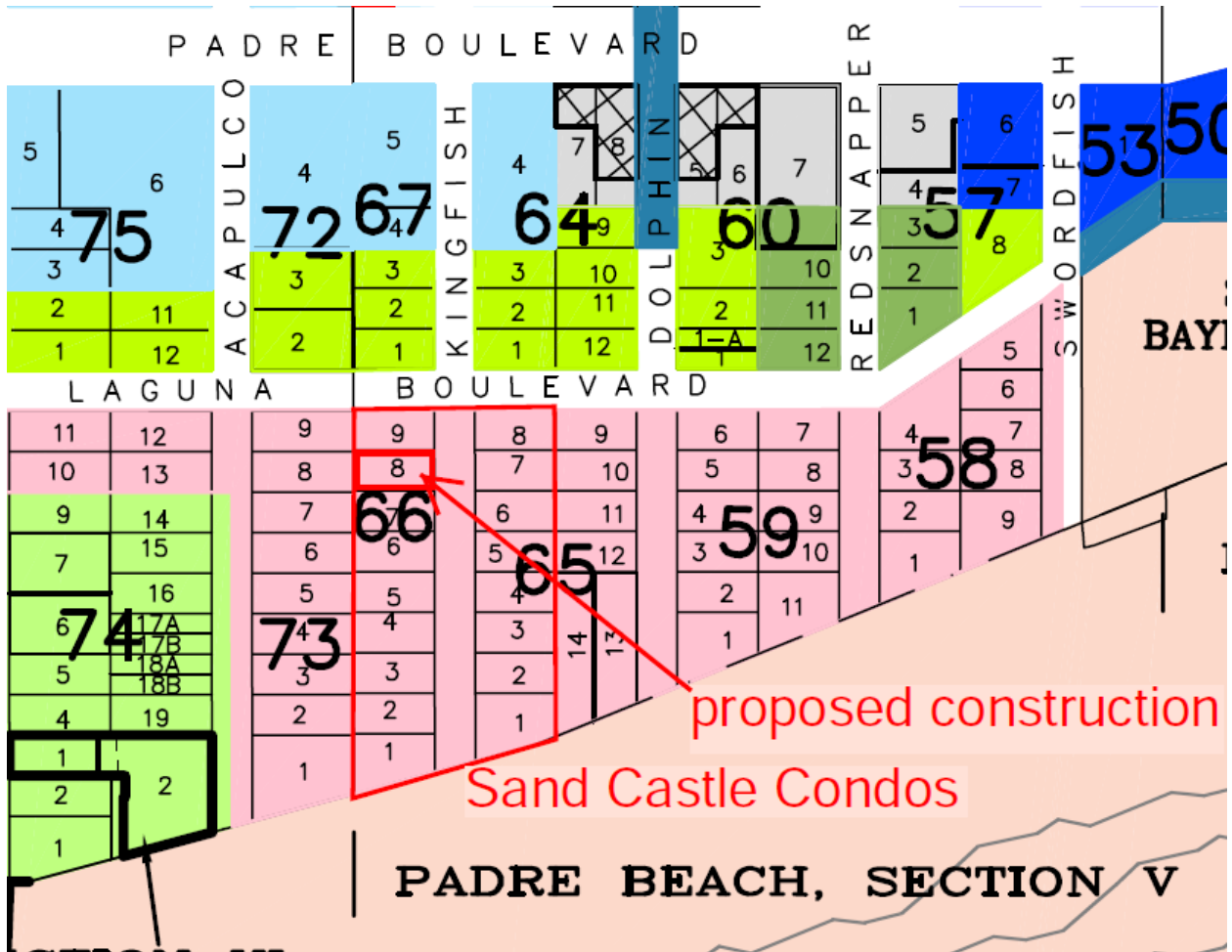
**LEGAL REVIEW**

Sent to Legal:



Approved by Legal:

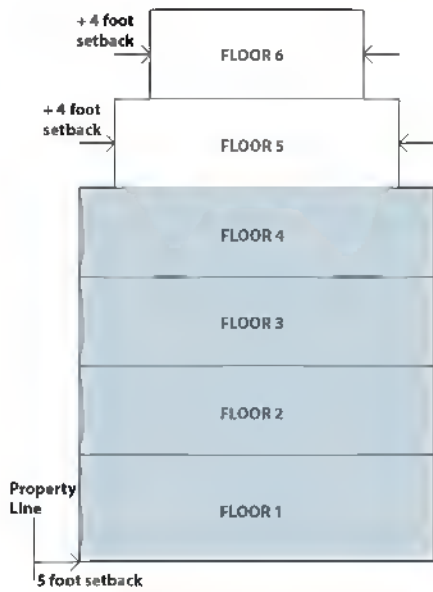
**RECOMMENDATIONS/COMMENTS:**



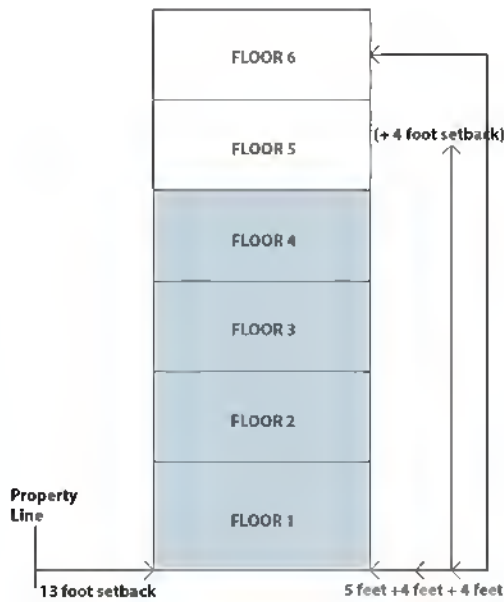
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**Sec. 20-7. District "B"—Multi-family dwelling, apartment, motel, hotel, condominium, townhouse district.**

- (A) Area, width, and depth of lots, sanitation and temporary building provisions are the same as District "A", except Townhouse lots must have a minimum frontage of twenty five (25) feet; a minimum width of twenty-five (25) feet; a minimum depth of one-hundred (100) feet; and a minimum area of two thousand five hundred square feet (2,500 sq. ft.).
- (B) Use Regulations. In District "B", no land shall be used and no buildings shall be erected for or converted to any use other than:
- (1) Single family dwellings, multi-family dwellings; apartment buildings, children's nurseries, hotels, motels, condominiums and Townhouses. Only condominiums, hotels and motels with more than twelve (12) units may have included within the premises such businesses as bars, food establishments, barber shops, beauty parlors and other similar businesses if such business is for the convenience of the occupants of the building and is definitely an integral part of the services of such hotel, condominium or motel.
  - (2) Private clubs, fraternities, sororities and lodges, that operate solely for the benefit of their members; a church; public school; a private or parochial school having a curriculum equivalent to a public elementary or high school.
  - (3) Townhouses.
  - (4) Incidental uses to any of the above specified uses include, but are not limited to, customary home occupations when engaged in by the private dwelling occupant Examples are : a dressmaker, the office of a physician, surgeon or dentist, a musician or artist studio. Said incidental use, however, shall never be permitted as a principal use, but only as a secondary use when indispensably necessary to the enjoyment of the premises by the private dwelling occupant.
  - (5) Special Exceptions: Public Service Facility.
  - (6) Specific Use Permits: Substance Abuse Treatment Facilities, General Hospitals, Special Hospitals, Primary Care Physicians Office, Urgent Care Centers, Dental Clinics may be granted Specific Use Permits in accordance with Section 20-24 Specific Use Permits.
- (C) Height regulations: Up to four (4) standard stories. [see Section 20-7(D)(2) for additional floors authorized]
- (D) Area regulations:
- (1) Front yards: Same as District "A" (minimum of 25 feet) except all lots facing the Gulf of Mexico on the east side and lots fronting the west side right-of-way line of Gulf Boulevard from Section I through Section XII, Padre Beach Subdivision, and all lots in Sunny Isle and Haas Subdivision, may have a front yard depth of not less than ten (10) feet from lot line on the west Gulf Boulevard right-of-way line. The minimum front yard shall be increased one (1) foot for each two (2) feet in height if a building exceeds six (6) standard stories.
  - (2) Side Yards:
    - (a) Same as District "A", excluding lots adjacent to beach access cul-de-sac.
    - (b) Additional Floors Authorized—Additional floors above four standard stories may be permitted if additional setbacks are provided as follows:



5 foot setback from property line for four standard stories. Add four feet to the setback requirement for each additional floor above four standard stories



5 foot setback from property line for four standard stories. Add four feet to the setback on all floors for each floor.

(3) Rear yards:

- (a) Same as District "A" (minimum of 20 feet), except that the structure may have decks and/or balconies extending within 10 feet of the rear property line, as long as said decks or balconies are not enclosed and shall only have such enclosures thereabouts as may be required as a good

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building practice. Any open deck or patio that undertakes to extend beyond the 20 feet rear yard setback within 10 feet of the rear property line as provided for above, shall only be erected or placed in such a manner after a permit specifically therefor is issued by the Building Inspector. The open deck allowed within said area may not in any manner be enclosed, and by way of illustration and not by limitation, such as awnings, shutters, walls or having fixtures or any other type of device other than that which is required as a safety measure under the Building Codes. Any subsequent enclosure on a lawfully extended deck hereunder shall be deemed a violation of this Ordinance.

- (b) Minimum rear yard depth shall be increased one (1) foot for each two (2) feet in height if the building exceeds six (6) standard stories.
- (4) Size of structure: The minimum size of structure is six hundred (600) square feet, except within Padre Beach Section XII, which shall be twelve hundred (1,200) square feet except Blocks 178, 191, and 192 which shall be 2,000 square feet.

(Ord. No. 77E; Ord. No. 96-05, 10-2-1996; Ord. No. 98-04; Ord No. 16-24, 12-7-2016)

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## **Sec. 20-14. Parking Regulations.**

### **(A) General Requirements:**

- (1) No parking garage or structure shall be erected in a required front or side yard.
- (2) The requirement for the provision of eight (8) stacking spaces for any use that will provide a drive through sales facet to its operation to insure that traffic will not back-up onto the public right-of-way.
- (3) Parking lot shall be landscaped in accordance with Section 20-21 Required Landscaping.
- (4) Compact Parking—10 % of the required parking may be compact parking. Compact Parking is defined as parking spaces that are laid out as eight (8) feet by sixteen (16) feet.
- (5) Commercial parking lots are prohibited within Districts "A", "B-2" and "E".
- (6) Required parking for a non-residential use may be located off-site under the following circumstances:
  - (a) No more than Fifty (50) Percent of the required parking for the use may be located off-site.
  - (b) The off-site parking location must be (1) a contiguous property on the same side of the street as the property upon which the principal use to be served by the off-site parking is located; (2) a property directly across the street from the principal use, but no farther than Ninety (90) feet from the nearest property line of the principal use; or (3) a remote property when valet parking is utilized.
  - (c) If the off-site parking lot is located on another street, within Ninety (90) Feet, from the principal use, and the principal use does not abut and have pedestrian access to the proposed off-site parking lot, pedestrian access must be created between the principal use and the off-site parking lot, by means of a private pedestrian easement agreement granted to the Property Owners Association and/or property owner of the principal use. The easement shall be recorded in Cameron County and filed with the City of South Padre Island. A public right-of-way shall not serve as the means for meeting the pedestrian access requirements to install an off-site parking lot established in this section.
  - (d) A written agreement, prepared by the applicant and drawn to the satisfaction of the City Attorney, shall be executed by all parties concerned and filed on record in the Office of the Cameron County Recorder as a covenant upon the property upon which the principal use is located, requiring the owners, heirs, or assigns to maintain the required number of off-street parking spaces.
  - (e) As a conditional use permit application, said off-site valet parking plan shall be reviewed and recommended by City staff and reviewed by the Planning and Zoning Commission on an individual plan basis and said recommendations will be sent to the City Council for final approval.

### **(B) Number of Parking Required:**

- (1) Amusement uses:
  - (a) Amusement parks and/or uses (especially, outdoor entertainment and recreation facilities) shall be determined by the Planning and Zoning Commission on an individual plan review basis.
  - (b) Amusement (centers, especially indoor facilities) uses shall provide one (1) parking space for each 250 square feet of gross floor area.
- (2) Bowling alleys shall provide off-street parking space at a ratio of two (2) spaces for each alley.

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- (3) Clinics shall provide off-street parking at a ratio of one (1) space for each two hundred and fifty (250) square feet of gross floor area within the structures but in no case shall less than five (5) off-street parking spaces be provided.
  - (4) Dance halls, commercial amusement establishments and skating rinks shall provide off-street parking space at a ratio of one (1) space for each one hundred fifty (150) square feet of gross floor area.
  - (5) Hospitals shall provide off-street parking space on the lot sufficient to accommodate one (1) automobile for each five (5) beds, but in no case shall less than five (5) off-street parking spaces be provided.
  - (6) Hotels and motels shall provide one (1) off-street parking space for each guest bedroom in the building. For hotels and motels erected after August 1, 1994, the number of parking spaces required shall be one (1) off-street parking space for each guest bedroom in the building plus Fifty Percent (50%) of the off-street parking requirements from the various accessory uses operated upon the property, such as restaurant and retail space, computed in accordance with the requirements of Chapter 20 of the Code of Ordinances (Zoning), as if they were principal uses.
  - (7) Multi-family dwellings shall provide two (2) off-street parking spaces per unit; or, may provide parking at a ratio of 1.5 spaces per unit and comply with In-Lieu Parking Fee as an alternative to compliance with the parking standard established in this section. (Ord No. 11-09)
  - (8) Nightclubs shall provide off-street parking space in a ratio of one (1) space for each one hundred and fifty (150) square feet of gross floor area. For nightclubs constructed or converted from other uses after August 1, 1994, off-street parking spaces shall be provided in a ratio of one (1) space for every One Hundred Square feet (100 sq. ft.) of gross floor area.
  - (9) Mixed Use Developments:
    - (a) For the purposes of this section on parking, Mixed Use Developments must contain only: residential uses and retail, office and/or restaurant uses.
    - (b) Parking for residential units will be consistent with the residential and multifamily parking requirements currently in existence; however, each residential unit shall be required to have at least one assigned parking space.
    - (c) Retail and office space shall use a ratio of one (1) parking space for every 250 ft. of gross floor area, including storage rooms and bathrooms.
    - (d) A restaurant use will be required to provide one (1) parking space for every 225 ft. of gross floor area; in no case shall the restaurant floor area equal more than 40% of the total commercial floor area of the development.
    - (e) Off-Street parking for Mixed Use Developments (projects/developments that contain both residential and commercial uses within the same structure) that have uses other than those mentioned in (a) above shall be determined by the Planning and Zoning Commission on a case-by-case basis if the developers wish to propose a Shared Parking arrangement. The Commission may include conditions to these permits and should consider the mix of businesses and uses, the hours of operation, participation and use of the public transportation system, and the condition and use of pedestrian and other mobility infrastructure in the area.
  - (10) Places of assembly shall provide off-street parking space on the lot sufficient to accommodate one (1) automobile for each five (5) seats.
  - (11) Places of Worship shall provide one (1) off-street parking space for each five (5) fixed seats in the sanctuary or auditorium; OR one space for every 100 square feet of floor area within the sanctuary/auditorium, whichever is greater.

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- (12) Private clubs and lodges shall provide off-street parking space in a ratio of one (1) space for each one hundred and fifty (150) square feet of gross floor area in the lodge or club.
  - (13) Restaurants and cafes shall provide off-street parking space in a ratio of one (1) space for each one hundred and fifty (150) square feet of gross floor area. For restaurants and cafes constructed or converted from other uses after August 1, 1994, off-street parking spaces shall be provided in a ratio of one (1) space per One Hundred square feet (100 sq. ft.) of gross floor area.
  - (14) Retail stores and office buildings shall provide off-street parking space in a ratio of one (1) space for each two hundred fifty (250) square feet of gross floor area.
  - (15) Retail, office and service buildings shall provide and maintain off-street facilities for the loading and unloading of merchandise and goods such that no part of the truck or trailer will be in a dedicated street, alley or easement during loading or unloading or parking.
  - (16) Rooming and lodging houses shall provide off-street parking space at the ratio of one (1) space for each two (2) guests for which accommodations are provided.
  - (17) Schools shall provide one off-street parking space for each fifteen (15) students plus one (1) each for each teacher.
  - (18) Single family and Townhouse uses shall provide off-street parking spaces on the lot to accommodate two (2) motor vehicles for each dwelling unit; no supporting member of any garage, carport or any garage structure shall be located within the required front yard.
  - (19) Storage or warehousing units that are freestanding and separate from other uses (buildings) shall provide minimum 0.32 parking spaces per 1,000 square feet of gross floor area. (ITE Trip Generation Manual, 9<sup>th</sup> Edition)
  - (20) Theaters shall provide off-street parking space in a ratio of one (1) space for each five (5) seats.
- (C) *Offsite Parking Design Standards:*
- (1) Streetscape and Perimeter Landscaping
    - (a) Provide a landscaped area at least 3 feet in width between surface parking and all property lines.
    - (b) Edge treatments along streets and other public spaces should visually screen parked vehicles, but not completely obstruct views into and out of the parking lot for the purpose of supporting pedestrian safety and security.
    - (c) For parking lot edges adjacent to streets, parks or other public open space, provide the following:
      - at least one row of shade trees, spaced evenly at intervals ,appropriate to the selected species, for the length of the parking lot edge; and
      - screening, consisting of continuous planting, alone or in combination with a low decorative fence/wall or a landscaped berm. Typically, keep shrubs, fences or walls to a maximum height of thirty inches.
    - (d) Set back screening at least 1' from the edge of public street right-of-way. Screening should not encroach into the public street right-of-way.
    - (e) Install a permanent irrigation system in all landscaped areas. Where possible, collect rainwater from rooftops and other surfaces for plant irrigation. Identify hose bibs, sprinkler outlets, storage reservoirs, and other applicable irrigation elements on the Building Permit. Locate valves and other maintenance controls in discrete, yet accessible areas.
    - (f) Where landscaping might impact motorist pedestrian sight distance, keep shrubs below 24" in height and prune trees so that the lowest branches will be at least 6' above ground level.



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- (g) Ensure overhanging branches of trees or shrubs adjacent to pedestrian pathways maintain a clear headspace of at least 8'.
  - (h) Coordinate tree planting with the location of light standards and other utilities.
- (2) Legally Conforming Non-Conforming Off-Site Parking Lots - Off- site parking lots in existence, at the time of the enactment of this section, that do not conform to the streetscape and perimeter landscaping requirements established in this section shall be considered legally conforming off- site parking lots.
- (D) *Valet Parking:*
- (1) *Conditional Use Permit.* The conditional use permit application shall include a parking plan and program providing the following minimum information:
- (a) The names, addresses, and telephone numbers of the applicant, the property owner, and/or the independent contractor, as applicable;
  - (b) The location, parking space layout, dimension of spaces, number of spaces, drive aisles, valet parking service stands and valet routes (This shall also include the placement of any traffic cones to be used; In determining the location, valet parking will be considered as a commercial parking);
  - (c) The proposed hours and days of operation of the valet parking service;
  - (d) A plan to minimize noise, loitering and trash within and adjacent to the off-site valet parking lot;
  - (e) The drop-off and pick-up areas must be safe from traffic hazards and be adequately posted;
  - (f) Valet parking must be off-street;
  - (g) A current title report or attorney's title opinion showing the ownership of the property: The applicant shall own properties that are related to the proposed developments including both the main development site and the off-street parking lot(s);
  - (h) A signed agreement or other documentation showing that the applicant has a legal right to park vehicles at that off-street location: If the applicant is providing more than the parking spaces that is required by the code, the ownership of the subject off-street parking is not required;
  - (i) A signed agreement or other documentation showing that a contract has been fully executed between the owner and a valet parking service;
  - (j) An authorization letter from the land owner(s), if the application is filed by an applicant's representative; and
  - (k) Proof of insurance.
- (2) *Violations:*
- (a) It shall be an offense to operate a valet parking service within the city on a public right-of-way for maneuvering vehicles without a conditional use permit issued by the city.
  - (b) It shall be an offense if, at a time other than the hours and days of operation authorized in a conditional use permit, anyone operates a valet parking service within the city on a public right-of-way.
- (3) *Denial or Revocation of a Conditional Use Permit; Temporary Suspension.*
- (a) The conditional use permit shall become null and void if:

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1. The property owner, and/or the independent contractor fails to comply with the requirements of this article or other applicable law;
  2. The property owner, and/or the independent contractor makes a false statement of material fact or omission on an application for a conditional use permit; or
  3. The City Council determines that the operation of the valet parking service would endanger the public health, safety and/or welfare.
- (b) The City Council, the City Manager, Public Works Director, Police Chief, Fire Chief or their designated representatives may temporarily suspend the operations of a valet parking service if the public right-of-way used by the valet parking service is needed for maintenance, emergency use and/or special events.
- (4) *Standards for Operation of a Valet Parking Services:*
- (a) The applicant shall:
1. Allow only employees and independent contractors who hold a valid state driver's license, and who are covered by the insurance required by this article, to operate any vehicle in connection with the valet parking service;
  2. Not obstruct a pedestrian's use of a sidewalk;
  3. Place no more than one valet parking service stand on the public right-of-way;
  4. Not place nor allow the placement of a sign advertising the valet parking service in the public right-of-way, except as provided in this article; and,
  5. Not park a vehicle on the public right-of-way and shall only an off-street parking location to park a vehicle accepted for valet parking service.
- (b) Except for the authorized hours of operation of a valet parking services, spaces reserved by the valet parking service shall be available for use by the general public on a first-come, first served basis in accordance with posted signs and/or other traffic control devices, except where parking is restricted or prohibited.
- (5) *Valet Parking Service Stands:*
- (a) The applicant may place one valet parking service stand on the public right-of-way at a location approved. The valet parking service stand must be necessary to the general conduct of the valet parking service and shall be used for such purposes, including, but not limited to, the dispatch of valets and the storage of keys, umbrellas and other necessary items.
- (b) A valet parking service stand shall:
1. Not occupy an area of the public right-of-way exceeding four feet in width and four feet in depth;
  2. Not be affixed to the public right-of-way in any manner;
  3. Be removed from the public right-of-way when the valet parking service is not being operated; and
  4. Not unreasonably interfere with pedestrian or vehicular traffic.
- (c) A name and/or logo may be placed on a valet parking service stand for the sole purpose of identifying the valet parking service. The identification of the valet parking service shall be limited to 12 sq. ft.
- (6) *Location of a Valet Parking Service:*

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- (a) Spaces and stands for a valet parking service may not:
    - 1. Be within ten (10) feet of a crosswalk;
    - 2. Be within ten (10) feet of a fire hydrant, fire call box, police or other emergency facility;
    - 3. Be within five (5) feet of a driveway;
    - 4. Be within three (3) feet in front of or fifteen (15) feet behind a sign marking a designated bus stop;
    - 5. Be within five (5) feet of a bus bench; or
    - 6. Reduce the unobstructed space for the passage of pedestrians to less than four (4) feet.
  - (b) The City Manager or his/her designee may require greater distances than those prescribed in this subsection (a) when warranted by special vehicular or pedestrian traffic conditions.
- (7) *Insurance:* (Texas Transportation Code Section 686.004)
- (a) The minimum amounts of motor vehicle liability insurance coverage required to establish financial responsibility are:
    - 1. \$100,000 for bodily injury to or death of one person in one accident;
    - 2. \$300,000 for bodily injury to or death of two or more persons in one accident, subject to the amount provided by Subdivision (1) for bodily injury to or death of one of the persons; and
    - 3. \$50,000 for damage to or destruction of property of others in one accident.
  - (b) The comprehensive general liability insurance must be on a broad form and provide limits of liability for bodily injury and property damage of not less than \$300,000 combined single limit or the equivalent.
  - (c) The garage insurance must provide limits of liability for bodily injury and property damage of not less than \$300,000 combined single limit, or the equivalent, and must provide the following coverages:
    - 1. Comprehensive and collision coverage for physical damage;
    - 2. Coverage for vehicle storage; and
    - 3. Coverage for a vehicle driven by or at the direction of the valet parking service.
- (8) *Indemnification and Hold Harmless.* The applicant, and any independent contractor used by the applicant must execute a written agreement to indemnify and hold harmless the City and its officers and employees against all claims or injury or damage to persona or property arising out of the operation of the valet parking service.
- (9) *Sign and Markings.* The City Manager and/or his/her designee is authorized to place city signs or curb markings at a location permitted for a valet parking service pursuant to this article. The signs and markings shall:
- (a) Indicate that the location is restricted for use by a valet parking service;
  - (b) State the days and hours of operation of the valet parking service; and
  - (c) Include a tow away sign.
- (E) *In-Lieu of Required Parking:*

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- (1) *Bike Rack In-Lieu of Required Parking.* For new development and existing uses and development, On-site Required Parking may be reduced by 1 (One) space, if the property owner elects to install a four unit bike rack. The bike racks shall meet the following conditions:
- (a) Required bicycle parking spaces shall be at least 2 feet by 6 feet, and an access aisle of at least 5 feet shall be provided in each bicycle parking facility. Such space shall have a vertical clearance of at least 6 feet;
  - (b) Bicycle parking facilities shall be located in a clearly designated safe and convenient location on site;
  - (c) The design and location of such facility shall be harmonious with the surrounding environment;
  - (d) The facility location shall be at least as convenient as the majority of auto parking spaces provided;
  - (e) Where applicable, position racks at least three feet from curb ramps to not impede pedestrian movements, especially those with vision or mobility impairments;
  - (f) Do not position racks in loading zones;
  - (g) 20 inch minimum distance between rack and curb;
  - (h) Do not position racks within roadside bus stops;
  - (i) Ensure that a six foot long bicycle can utilize the rack without impeding pedestrians; and
  - (j) Only stainless steel or anodized aluminum bicycle parking racks may be used to satisfy the requirements of this section. Bike racks shall be maintained in a structurally sound and rust free state.
- (2) *In-Lieu Parking Fee.* Multi-Family Dwellings located in District "B" and "B-2" may reduce the required on-site parking by electing to use the In-Lieu Parking Fee Option established in this section.
- (a) *Fee Collection process.* A fee may be paid for multi-family uses in lieu of complying with parking regulations established in the City of South Padre Island, Code of Ordinances, and Chapter 20 Zoning Ordinance. The collection process and the amount of fees for provision of public parking in the Parking System shall be as specified below.
  - (b) *Amount of Fee.*
    - 1. The amount of payment for each required parking space shall be fixed by resolution adopted from time to time by the City Council, but in no case shall exceed the estimated, normal, current cost to the City of providing required parking spaces to serve the contemplated use.
    - 2. Fees paid in accordance with this article are collected to fund a general public parking program and are not intended for any specific improvement project. The fees paid shall be the most current fees as established by the City Council.
    - 3. Any off-street parking requirement satisfied in this manner shall run with the land, and any subsequent change of use that requires more parking shall require subsequent action to satisfy the additional parking requirement.
  - (c) *Time of Collection of Fees.* Fees for all development projects for which payment of fees in lieu of on-site parking is desired shall be paid prior to the issuance of building permits. Fees for development projects which do not require building permits shall be paid before any other applicable City approval is made final.

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- (d) *Use of Fee.* The fees collected shall be used for the following purpose: to construct or provide new public parking spaces.
  - (e) *Current Fee Schedule.* The City Secretary shall maintain the current fee schedule. The City Secretary shall make the current fee schedule available for public review upon request.
  - (f) *Trust Fund.* An interest-bearing trust fund shall be maintained exclusively for the development of the City of South Padre Island Parking System. These trust funds and interest earned by these trust funds shall be used solely for the development of the City of South Padre Island Parking System. Upon receipt by the City of South Padre Island, fees collected shall be deposited in the appropriate Parking trust fund.
  - (g) *Phasing.* If a project is phased, payment of fees pursuant to this article may be similarly phased as agreed upon between the applicant and the Director of Transit and Development.
  - (h) *Termination.* If this fee program is terminated, any excess funds collected prior to dissolution of this fee program shall be used within City of South Padre Island Parking System.
- (F) *Uses Affecting Parking Areas.*
- (a) Parking areas—diminishing by commercial display, etc. prohibited. No person, party or entity may display any wares or merchandise or make any other use of the parking area located upon their property, if said display or use will cause the number of parking spaces to be less than those currently required. In no event may any person make use of the parking area which would effectively cause said property to have less than the minimum legally required parking spaces for the particular property use as is currently required by other ordinances and codes of the City.
  - (b) No conversion of use unless parking requirements met. No person, party or entity shall convert or change the use of property without also meeting the current required parking requirements for that particular use.
  - (c) No expansion unless parking requirements met. No person, party or entity may expand, convert or add to any existing use of property without the same meeting the current requirements of parking spaces for the property.
- (G) Reduction of Required Parking. Commercial use properties for which a Building Permit has been granted prior to August 26, 2003, may substitute up to twenty percent (20%) of their required parking spaces for landscaping.

(Ord. No. 77A, 7-1-1981; Ord. No. 92, 9-2-1981; Ord. No. 07-19, 10-17-2008)



Marta Martinez &lt;mmartinez@myspi.org&gt;

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**variance comments**

1 message

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**Gabriel .** <ff2644@hotmail.com>

Tue, Apr 5, 2022 at 4:08 PM

To: "MMartinez@MySPI.org" &lt;MMartinez@myspi.org&gt;

In reference to the requested variance at Lot 8 block 66 Padre Beach Subdivision section V [208 W Kingfish St.](#) I would like to object to this variance, as can be seen all over the island tenants and renters almost always have more vehicles than parking spaces as can be seen by cars sticking out partially in the roadway as well as golf carts parked on the sidewalk. I feel this variance if approved will cause future problems with inadequate parking spaces. Building codes were adopted for a reason and they should be adhered to.

Thank you

Gabriel Pedraza

Condo owner Sandcastle complex



Marta Martinez <mmartinez@myspi.org>

# Variance request, Lot 8 Block 66, Padre Beach Subdivision, Section V

1 message

**Sand Castle Condos** <sandcastlespi@gmail.com>

Mon, Apr 11, 2022 at 3:16 PM

To: MMartinez@myspi.org

Cc: Noel & Angie Salinas <noel3980@netzero.com>, Moy Corbitt <moy@mconstructionservice.com>, Craig & Chris Sparling <racs1111@earthlink.net>

*City of South Padre Island  
Attn: Marta Martinez, Planning Coordinator,*

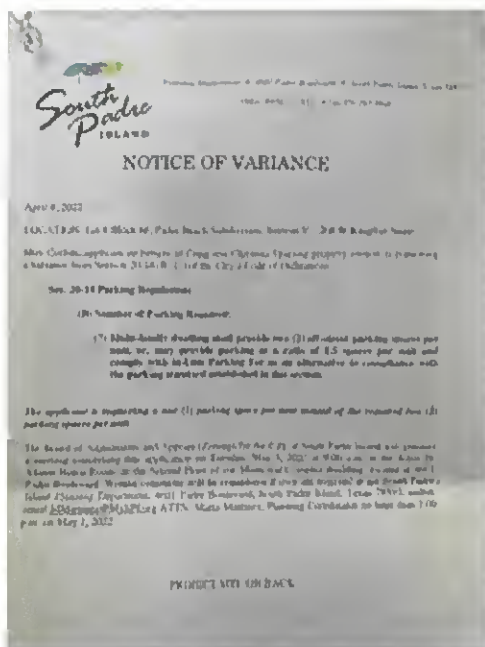
*Sand Castle Condominium's HOA Board is aware and approves of the variance request (variance from Section 20-14 (B) (7) of SPI's CO) by Moy Corbitt, on behalf of owners Craig and Christina Sparling.*

*Please feel free to contact the Sand Castle office with any questions.*

*Best regards,*

*Noel Salinas  
Sand Castle HOA Board President*

*Sand Castle Condominiums  
208 W. Kingfish St.  
South Padre Island, TX 78597  
www.sandcastlespi.com  
956.772.1122  
sandcastlespi@gmail.com*



ksf 4/11/22

**CITY OF SOUTH PADRE ISLAND  
BOARD OF ADJUSTMENTS AND APPEALS  
AGENDA REQUEST FORM**

**MEETING DATE:** June 7, 2022

**NAME & TITLE:** Alex Sanchez, Public Works Director

**DEPARTMENT:** Planning/Parks & Rec. Department

**ITEM**

**DISCUSSION AND ACTION:** to discuss a request by Moy Corbitt, applicant on behalf of Craig and Christina Sparling property owners for a variance from Chapter 20 Zoning, Section 20-14 Parking Regulations, (B) Number of Parking Required, (7) of the City's Code of Ordinances. The applicant is requesting one (1) parking space per unit instead of the required two (2) parking spaces per unit located at 208 W Kingfish Street. (Lot 8 Block 66, Padre Beach Subdivision, Section V)

**ITEM BACKGROUND**

The applicant is requesting one (1) parking space per unit instead of the required two (2) parking spaces per unit for the proposed new construction of a building on Lot 8 Block 66, Padre Beach Subdivision, Section V. The subject property is located on the north side of E. Kingfish Street and is zoned District "B" Multi-family dwelling, apartment, motel, hotel, condominium, townhouse district.

Notice of variance request was placed in the Port Isabel/South Padre Island Press that ran on Thursday, May 24, 2022, and notices to property owners within two-hundred (200) feet of the subject property were mailed out on Wednesday, May 18, 2022 informing them of the variance request.

Staff has received one (1) email in favor and one (1) email in opposition

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

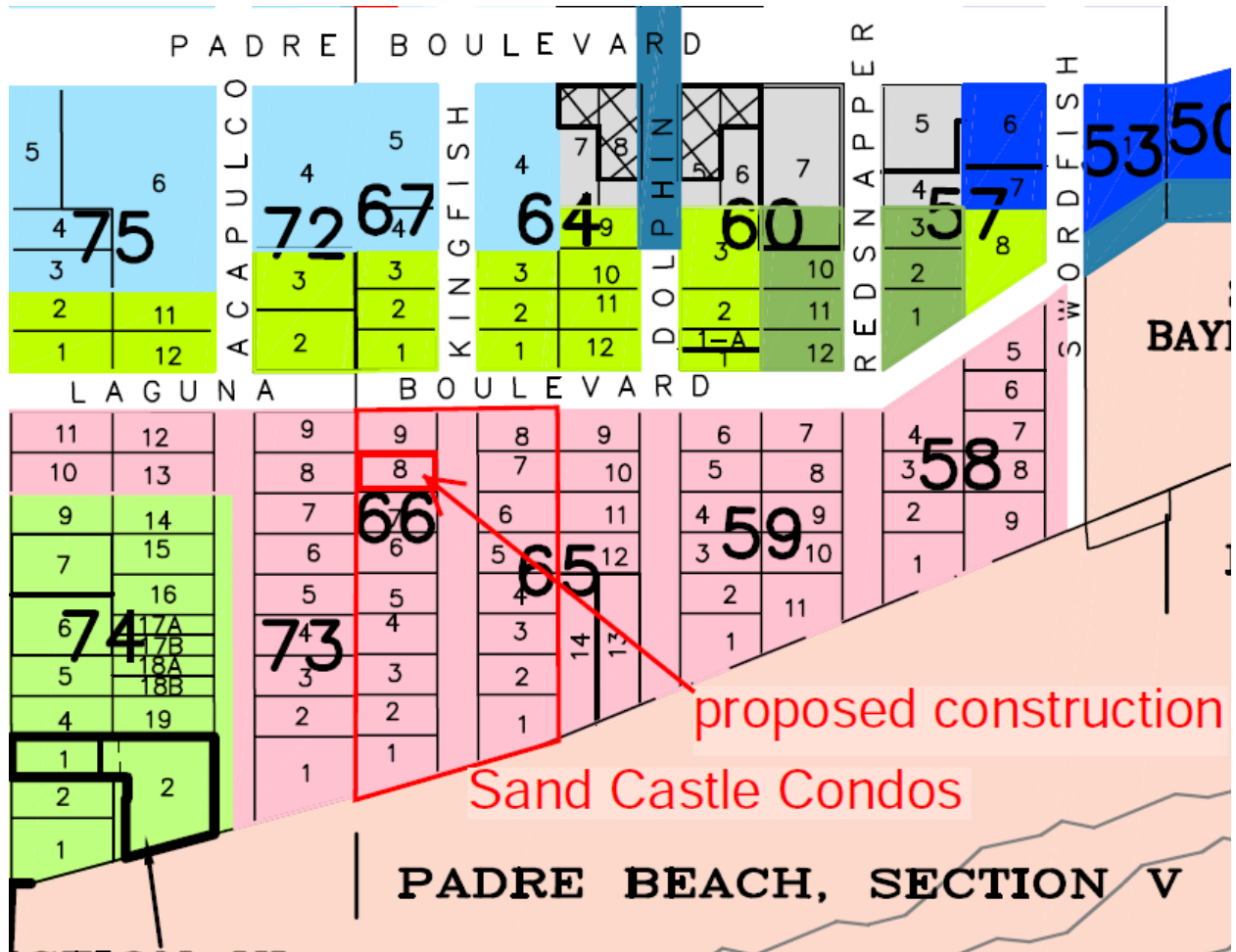
Sent to Legal:

Approved by Legal:



**RECOMMENDATIONS/COMMENTS:**

The Board should establish the hardship(s), if any, that would serve as justification for this request. Finances and/or mere inconvenience are insufficient based for the granting of a variance. Staff would also like to remind the Board that variances run with the property, not with the owner. So, should something happen to the structure that it is removed or destroyed, any variances granted would allow the owner to rebuild according to previously granted variances instead of bringing the new structure up to current code. Please remember to state for the record your reason(s) for denial, or the hardship(s) involved that allows(s) you to approve the applicant.



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**Sec. 20-7. District "B"—Multi-family dwelling, apartment, motel, hotel, condominium, townhouse district.**

- (A) Area, width, and depth of lots, sanitation and temporary building provisions are the same as District "A", except Townhouse lots must have a minimum frontage of twenty five (25) feet; a minimum width of twenty-five (25) feet; a minimum depth of one-hundred (100) feet; and a minimum area of two thousand five hundred square feet (2,500 sq. ft.).
- (B) Use Regulations. In District "B", no land shall be used and no buildings shall be erected for or converted to any use other than:
- (1) Single family dwellings, multi-family dwellings; apartment buildings, children's nurseries, hotels, motels, condominiums and Townhouses. Only condominiums, hotels and motels with more than twelve (12) units may have included within the premises such businesses as bars, food establishments, barber shops, beauty parlors and other similar businesses if such business is for the convenience of the occupants of the building and is definitely an integral part of the services of such hotel, condominium or motel.
  - (2) Private clubs, fraternities, sororities and lodges, that operate solely for the benefit of their members; a church; public school; a private or parochial school having a curriculum equivalent to a public elementary or high school.
  - (3) Townhouses.
  - (4) Incidental uses to any of the above specified uses include, but are not limited to, customary home occupations when engaged in by the private dwelling occupant Examples are : a dressmaker, the office of a physician, surgeon or dentist, a musician or artist studio. Said incidental use, however, shall never be permitted as a principal use, but only as a secondary use when indispensably necessary to the enjoyment of the premises by the private dwelling occupant.
  - (5) Special Exceptions: Public Service Facility.
  - (6) Specific Use Permits: Substance Abuse Treatment Facilities, General Hospitals, Special Hospitals, Primary Care Physicians Office, Urgent Care Centers, Dental Clinics may be granted Specific Use Permits in accordance with Section 20-24 Specific Use Permits.
- (C) Height regulations: Up to four (4) standard stories. [see Section 20-7(D)(2) for additional floors authorized]
- (D) Area regulations:
- (1) Front yards: Same as District "A" (minimum of 25 feet) except all lots facing the Gulf of Mexico on the east side and lots fronting the west side right-of-way line of Gulf Boulevard from Section I through Section XII, Padre Beach Subdivision, and all lots in Sunny Isle and Haas Subdivision, may have a front yard depth of not less than ten (10) feet from lot line on the west Gulf Boulevard right-of-way line. The minimum front yard shall be increased one (1) foot for each two (2) feet in height if a building exceeds six (6) standard stories.
  - (2) Side Yards:
    - (a) Same as District "A", excluding lots adjacent to beach access cul-de-sac.
    - (b) Additional Floors Authorized—Additional floors above four standard stories may be permitted if additional setbacks are provided as follows:



5 foot setback from property line for four standard stories. Add four feet to the setback requirement for each additional floor above four standard stories



5 foot setback from property line for four standard stories. Add four feet to the setback on all floors for each floor.

(3) Rear yards:

- (a) Same as District "A" (minimum of 20 feet), except that the structure may have decks and/or balconies extending within 10 feet of the rear property line, as long as said decks or balconies are not enclosed and shall only have such enclosures thereabouts as may be required as a good

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building practice. Any open deck or patio that undertakes to extend beyond the 20 feet rear yard setback within 10 feet of the rear property line as provided for above, shall only be erected or placed in such a manner after a permit specifically therefor is issued by the Building Inspector. The open deck allowed within said area may not in any manner be enclosed, and by way of illustration and not by limitation, such as awnings, shutters, walls or having fixtures or any other type of device other than that which is required as a safety measure under the Building Codes. Any subsequent enclosure on a lawfully extended deck hereunder shall be deemed a violation of this Ordinance.

- (b) Minimum rear yard depth shall be increased one (1) foot for each two (2) feet in height if the building exceeds six (6) standard stories.
- (4) Size of structure: The minimum size of structure is six hundred (600) square feet, except within Padre Beach Section XII, which shall be twelve hundred (1,200) square feet except Blocks 178, 191, and 192 which shall be 2,000 square feet.

(Ord. No. 77E; Ord. No. 96-05, 10-2-1996; Ord. No. 98-04; Ord No. 16-24, 12-7-2016)

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## **Sec. 20-14. Parking Regulations.**

### **(A) General Requirements:**

- (1) No parking garage or structure shall be erected in a required front or side yard.
- (2) The requirement for the provision of eight (8) stacking spaces for any use that will provide a drive through sales facet to its operation to insure that traffic will not back-up onto the public right-of-way.
- (3) Parking lot shall be landscaped in accordance with Section 20-21 Required Landscaping.
- (4) Compact Parking—10 % of the required parking may be compact parking. Compact Parking is defined as parking spaces that are laid out as eight (8) feet by sixteen (16) feet.
- (5) Commercial parking lots are prohibited within Districts "A", "B-2" and "E".
- (6) Required parking for a non-residential use may be located off-site under the following circumstances:
  - (a) No more than Fifty (50) Percent of the required parking for the use may be located off-site.
  - (b) The off-site parking location must be (1) a contiguous property on the same side of the street as the property upon which the principal use to be served by the off-site parking is located; (2) a property directly across the street from the principal use, but no farther than Ninety (90) feet from the nearest property line of the principal use; or (3) a remote property when valet parking is utilized.
  - (c) If the off-site parking lot is located on another street, within Ninety (90) Feet, from the principal use, and the principal use does not abut and have pedestrian access to the proposed off-site parking lot, pedestrian access must be created between the principal use and the off-site parking lot, by means of a private pedestrian easement agreement granted to the Property Owners Association and/or property owner of the principal use. The easement shall be recorded in Cameron County and filed with the City of South Padre Island. A public right-of-way shall not serve as the means for meeting the pedestrian access requirements to install an off-site parking lot established in this section.
  - (d) A written agreement, prepared by the applicant and drawn to the satisfaction of the City Attorney, shall be executed by all parties concerned and filed on record in the Office of the Cameron County Recorder as a covenant upon the property upon which the principal use is located, requiring the owners, heirs, or assigns to maintain the required number of off-street parking spaces.
  - (e) As a conditional use permit application, said off-site valet parking plan shall be reviewed and recommended by City staff and reviewed by the Planning and Zoning Commission on an individual plan basis and said recommendations will be sent to the City Council for final approval.

### **(B) Number of Parking Required:**

- (1) Amusement uses:
  - (a) Amusement parks and/or uses (especially, outdoor entertainment and recreation facilities) shall be determined by the Planning and Zoning Commission on an individual plan review basis.
  - (b) Amusement (centers, especially indoor facilities) uses shall provide one (1) parking space for each 250 square feet of gross floor area.
- (2) Bowling alleys shall provide off-street parking space at a ratio of two (2) spaces for each alley.

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- (3) Clinics shall provide off-street parking at a ratio of one (1) space for each two hundred and fifty (250) square feet of gross floor area within the structures but in no case shall less than five (5) off-street parking spaces be provided.
  - (4) Dance halls, commercial amusement establishments and skating rinks shall provide off-street parking space at a ratio of one (1) space for each one hundred fifty (150) square feet of gross floor area.
  - (5) Hospitals shall provide off-street parking space on the lot sufficient to accommodate one (1) automobile for each five (5) beds, but in no case shall less than five (5) off-street parking spaces be provided.
  - (6) Hotels and motels shall provide one (1) off-street parking space for each guest bedroom in the building. For hotels and motels erected after August 1, 1994, the number of parking spaces required shall be one (1) off-street parking space for each guest bedroom in the building plus Fifty Percent (50%) of the off-street parking requirements from the various accessory uses operated upon the property, such as restaurant and retail space, computed in accordance with the requirements of Chapter 20 of the Code of Ordinances (Zoning), as if they were principal uses.
  - (7) Multi-family dwellings shall provide two (2) off-street parking spaces per unit; or, may provide parking at a ratio of 1.5 spaces per unit and comply with In-Lieu Parking Fee as an alternative to compliance with the parking standard established in this section. (Ord No. 11-09)
  - (8) Nightclubs shall provide off-street parking space in a ratio of one (1) space for each one hundred and fifty (150) square feet of gross floor area. For nightclubs constructed or converted from other uses after August 1, 1994, off-street parking spaces shall be provided in a ratio of one (1) space for every One Hundred Square feet (100 sq. ft.) of gross floor area.
  - (9) Mixed Use Developments:
    - (a) For the purposes of this section on parking, Mixed Use Developments must contain only: residential uses and retail, office and/or restaurant uses.
    - (b) Parking for residential units will be consistent with the residential and multifamily parking requirements currently in existence; however, each residential unit shall be required to have at least one assigned parking space.
    - (c) Retail and office space shall use a ratio of one (1) parking space for every 250 ft. of gross floor area, including storage rooms and bathrooms.
    - (d) A restaurant use will be required to provide one (1) parking space for every 225 ft. of gross floor area; in no case shall the restaurant floor area equal more than 40% of the total commercial floor area of the development.
    - (e) Off-Street parking for Mixed Use Developments (projects/developments that contain both residential and commercial uses within the same structure) that have uses other than those mentioned in (a) above shall be determined by the Planning and Zoning Commission on a case-by-case basis if the developers wish to propose a Shared Parking arrangement. The Commission may include conditions to these permits and should consider the mix of businesses and uses, the hours of operation, participation and use of the public transportation system, and the condition and use of pedestrian and other mobility infrastructure in the area.
  - (10) Places of assembly shall provide off-street parking space on the lot sufficient to accommodate one (1) automobile for each five (5) seats.
  - (11) Places of Worship shall provide one (1) off-street parking space for each five (5) fixed seats in the sanctuary or auditorium; OR one space for every 100 square feet of floor area within the sanctuary/auditorium, whichever is greater.

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- (12) Private clubs and lodges shall provide off-street parking space in a ratio of one (1) space for each one hundred and fifty (150) square feet of gross floor area in the lodge or club.
  - (13) Restaurants and cafes shall provide off-street parking space in a ratio of one (1) space for each one hundred and fifty (150) square feet of gross floor area. For restaurants and cafes constructed or converted from other uses after August 1, 1994, off-street parking spaces shall be provided in a ratio of one (1) space per One Hundred square feet (100 sq. ft.) of gross floor area.
  - (14) Retail stores and office buildings shall provide off-street parking space in a ratio of one (1) space for each two hundred fifty (250) square feet of gross floor area.
  - (15) Retail, office and service buildings shall provide and maintain off-street facilities for the loading and unloading of merchandise and goods such that no part of the truck or trailer will be in a dedicated street, alley or easement during loading or unloading or parking.
  - (16) Rooming and lodging houses shall provide off-street parking space at the ratio of one (1) space for each two (2) guests for which accommodations are provided.
  - (17) Schools shall provide one off-street parking space for each fifteen (15) students plus one (1) each for each teacher.
  - (18) Single family and Townhouse uses shall provide off-street parking spaces on the lot to accommodate two (2) motor vehicles for each dwelling unit; no supporting member of any garage, carport or any garage structure shall be located within the required front yard.
  - (19) Storage or warehousing units that are freestanding and separate from other uses (buildings) shall provide minimum 0.32 parking spaces per 1,000 square feet of gross floor area. (ITE Trip Generation Manual, 9<sup>th</sup> Edition)
  - (20) Theaters shall provide off-street parking space in a ratio of one (1) space for each five (5) seats.

(C) *Offsite Parking Design Standards:*

- (1) Streetscape and Perimeter Landscaping
  - (a) Provide a landscaped area at least 3 feet in width between surface parking and all property lines.
  - (b) Edge treatments along streets and other public spaces should visually screen parked vehicles, but not completely obstruct views into and out of the parking lot for the purpose of supporting pedestrian safety and security.
  - (c) For parking lot edges adjacent to streets, parks or other public open space, provide the following:
    - at least one row of shade trees, spaced evenly at intervals ,appropriate to the selected species, for the length of the parking lot edge; and
    - screening, consisting of continuous planting, alone or in combination with a low decorative fence/wall or a landscaped berm. Typically, keep shrubs, fences or walls to a maximum height of thirty inches.
  - (d) Set back screening at least 1' from the edge of public street right-of-way. Screening should not encroach into the public street right-of-way.
  - (e) Install a permanent irrigation system in all landscaped areas. Where possible, collect rainwater from rooftops and other surfaces for plant irrigation. Identify hose bibs, sprinkler outlets, storage reservoirs, and other applicable irrigation elements on the Building Permit. Locate valves and other maintenance controls in discrete, yet accessible areas.
  - (f) Where landscaping might impact motorist pedestrian sight distance, keep shrubs below 24" in height and prune trees so that the lowest branches will be at least 6' above ground level.



- 
- (g) Ensure overhanging branches of trees or shrubs adjacent to pedestrian pathways maintain a clear headspace of at least 8'.
  - (h) Coordinate tree planting with the location of light standards and other utilities.
- (2) Legally Conforming Non-Conforming Off-Site Parking Lots - Off- site parking lots in existence, at the time of the enactment of this section, that do not conform to the streetscape and perimeter landscaping requirements established in this section shall be considered legally conforming off- site parking lots.
- (D) *Valet Parking:*
- (1) *Conditional Use Permit.* The conditional use permit application shall include a parking plan and program providing the following minimum information:
- (a) The names, addresses, and telephone numbers of the applicant, the property owner, and/or the independent contractor, as applicable;
  - (b) The location, parking space layout, dimension of spaces, number of spaces, drive aisles, valet parking service stands and valet routes (This shall also include the placement of any traffic cones to be used; In determining the location, valet parking will be considered as a commercial parking);
  - (c) The proposed hours and days of operation of the valet parking service;
  - (d) A plan to minimize noise, loitering and trash within and adjacent to the off-site valet parking lot;
  - (e) The drop-off and pick-up areas must be safe from traffic hazards and be adequately posted;
  - (f) Valet parking must be off-street;
  - (g) A current title report or attorney's title opinion showing the ownership of the property: The applicant shall own properties that are related to the proposed developments including both the main development site and the off-street parking lot(s);
  - (h) A signed agreement or other documentation showing that the applicant has a legal right to park vehicles at that off-street location: If the applicant is providing more than the parking spaces that is required by the code, the ownership of the subject off-street parking is not required;
  - (i) A signed agreement or other documentation showing that a contract has been fully executed between the owner and a valet parking service;
  - (j) An authorization letter from the land owner(s), if the application is filed by an applicant's representative; and
  - (k) Proof of insurance.
- (2) *Violations:*
- (a) It shall be an offense to operate a valet parking service within the city on a public right-of-way for maneuvering vehicles without a conditional use permit issued by the city.
  - (b) It shall be an offense if, at a time other than the hours and days of operation authorized in a conditional use permit, anyone operates a valet parking service within the city on a public right-of-way.
- (3) *Denial or Revocation of a Conditional Use Permit; Temporary Suspension.*
- (a) The conditional use permit shall become null and void if:

- 
1. The property owner, and/or the independent contractor fails to comply with the requirements of this article or other applicable law;
  2. The property owner, and/or the independent contractor makes a false statement of material fact or omission on an application for a conditional use permit; or
  3. The City Council determines that the operation of the valet parking service would endanger the public health, safety and/or welfare.
- (b) The City Council, the City Manager, Public Works Director, Police Chief, Fire Chief or their designated representatives may temporarily suspend the operations of a valet parking service if the public right-of-way used by the valet parking service is needed for maintenance, emergency use and/or special events.
- (4) *Standards for Operation of a Valet Parking Services:*
- (a) The applicant shall:
1. Allow only employees and independent contractors who hold a valid state driver's license, and who are covered by the insurance required by this article, to operate any vehicle in connection with the valet parking service;
  2. Not obstruct a pedestrian's use of a sidewalk;
  3. Place no more than one valet parking service stand on the public right-of-way;
  4. Not place nor allow the placement of a sign advertising the valet parking service in the public right-of-way, except as provided in this article; and,
  5. Not park a vehicle on the public right-of-way and shall only an off-street parking location to park a vehicle accepted for valet parking service.
- (b) Except for the authorized hours of operation of a valet parking services, spaces reserved by the valet parking service shall be available for use by the general public on a first-come, first served basis in accordance with posted signs and/or other traffic control devices, except where parking is restricted or prohibited.
- (5) *Valet Parking Service Stands:*
- (a) The applicant may place one valet parking service stand on the public right-of-way at a location approved. The valet parking service stand must be necessary to the general conduct of the valet parking service and shall be used for such purposes, including, but not limited to, the dispatch of valets and the storage of keys, umbrellas and other necessary items.
- (b) A valet parking service stand shall:
1. Not occupy an area of the public right-of-way exceeding four feet in width and four feet in depth;
  2. Not be affixed to the public right-of-way in any manner;
  3. Be removed from the public right-of-way when the valet parking service is not being operated; and
  4. Not unreasonably interfere with pedestrian or vehicular traffic.
- (c) A name and/or logo may be placed on a valet parking service stand for the sole purpose of identifying the valet parking service. The identification of the valet parking service shall be limited to 12 sq. ft.
- (6) *Location of a Valet Parking Service:*

- 
- (a) Spaces and stands for a valet parking service may not:
    - 1. Be within ten (10) feet of a crosswalk;
    - 2. Be within ten (10) feet of a fire hydrant, fire call box, police or other emergency facility;
    - 3. Be within five (5) feet of a driveway;
    - 4. Be within three (3) feet in front of or fifteen (15) feet behind a sign marking a designated bus stop;
    - 5. Be within five (5) feet of a bus bench; or
    - 6. Reduce the unobstructed space for the passage of pedestrians to less than four (4) feet.
  - (b) The City Manager or his/her designee may require greater distances than those prescribed in this subsection (a) when warranted by special vehicular or pedestrian traffic conditions.
- (7) *Insurance:* (Texas Transportation Code Section 686.004)
- (a) The minimum amounts of motor vehicle liability insurance coverage required to establish financial responsibility are:
    - 1. \$100,000 for bodily injury to or death of one person in one accident;
    - 2. \$300,000 for bodily injury to or death of two or more persons in one accident, subject to the amount provided by Subdivision (1) for bodily injury to or death of one of the persons; and
    - 3. \$50,000 for damage to or destruction of property of others in one accident.
  - (b) The comprehensive general liability insurance must be on a broad form and provide limits of liability for bodily injury and property damage of not less than \$300,000 combined single limit or the equivalent.
  - (c) The garage insurance must provide limits of liability for bodily injury and property damage of not less than \$300,000 combined single limit, or the equivalent, and must provide the following coverages:
    - 1. Comprehensive and collision coverage for physical damage;
    - 2. Coverage for vehicle storage; and
    - 3. Coverage for a vehicle driven by or at the direction of the valet parking service.
- (8) *Indemnification and Hold Harmless.* The applicant, and any independent contractor used by the applicant must execute a written agreement to indemnify and hold harmless the City and its officers and employees against all claims or injury or damage to persona or property arising out of the operation of the valet parking service.
- (9) *Sign and Markings.* The City Manager and/or his/her designee is authorized to place city signs or curb markings at a location permitted for a valet parking service pursuant to this article. The signs and markings shall:
- (a) Indicate that the location is restricted for use by a valet parking service;
  - (b) State the days and hours of operation of the valet parking service; and
  - (c) Include a tow away sign.
- (E) *In-Lieu of Required Parking:*

- 
- (1) *Bike Rack In-Lieu of Required Parking.* For new development and existing uses and development, On-site Required Parking may be reduced by 1 (One) space, if the property owner elects to install a four unit bike rack. The bike racks shall meet the following conditions:
- (a) Required bicycle parking spaces shall be at least 2 feet by 6 feet, and an access aisle of at least 5 feet shall be provided in each bicycle parking facility. Such space shall have a vertical clearance of at least 6 feet;
  - (b) Bicycle parking facilities shall be located in a clearly designated safe and convenient location on site;
  - (c) The design and location of such facility shall be harmonious with the surrounding environment;
  - (d) The facility location shall be at least as convenient as the majority of auto parking spaces provided;
  - (e) Where applicable, position racks at least three feet from curb ramps to not impede pedestrian movements, especially those with vision or mobility impairments;
  - (f) Do not position racks in loading zones;
  - (g) 20 inch minimum distance between rack and curb;
  - (h) Do not position racks within roadside bus stops;
  - (i) Ensure that a six foot long bicycle can utilize the rack without impeding pedestrians; and
  - (j) Only stainless steel or anodized aluminum bicycle parking racks may be used to satisfy the requirements of this section. Bike racks shall be maintained in a structurally sound and rust free state.
- (2) *In-Lieu Parking Fee.* Multi-Family Dwellings located in District "B" and "B-2" may reduce the required on-site parking by electing to use the In-Lieu Parking Fee Option established in this section.
- (a) *Fee Collection process.* A fee may be paid for multi-family uses in lieu of complying with parking regulations established in the City of South Padre Island, Code of Ordinances, and Chapter 20 Zoning Ordinance. The collection process and the amount of fees for provision of public parking in the Parking System shall be as specified below.
  - (b) *Amount of Fee.*
    - 1. The amount of payment for each required parking space shall be fixed by resolution adopted from time to time by the City Council, but in no case shall exceed the estimated, normal, current cost to the City of providing required parking spaces to serve the contemplated use.
    - 2. Fees paid in accordance with this article are collected to fund a general public parking program and are not intended for any specific improvement project. The fees paid shall be the most current fees as established by the City Council.
    - 3. Any off-street parking requirement satisfied in this manner shall run with the land, and any subsequent change of use that requires more parking shall require subsequent action to satisfy the additional parking requirement.
  - (c) *Time of Collection of Fees.* Fees for all development projects for which payment of fees in lieu of on-site parking is desired shall be paid prior to the issuance of building permits. Fees for development projects which do not require building permits shall be paid before any other applicable City approval is made final.

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- (d) *Use of Fee.* The fees collected shall be used for the following purpose: to construct or provide new public parking spaces.
  - (e) *Current Fee Schedule.* The City Secretary shall maintain the current fee schedule. The City Secretary shall make the current fee schedule available for public review upon request.
  - (f) *Trust Fund.* An interest-bearing trust fund shall be maintained exclusively for the development of the City of South Padre Island Parking System. These trust funds and interest earned by these trust funds shall be used solely for the development of the City of South Padre Island Parking System. Upon receipt by the City of South Padre Island, fees collected shall be deposited in the appropriate Parking trust fund.
  - (g) *Phasing.* If a project is phased, payment of fees pursuant to this article may be similarly phased as agreed upon between the applicant and the Director of Transit and Development.
  - (h) *Termination.* If this fee program is terminated, any excess funds collected prior to dissolution of this fee program shall be used within City of South Padre Island Parking System.
- (F) *Uses Affecting Parking Areas.*
- (a) Parking areas—diminishing by commercial display, etc. prohibited. No person, party or entity may display any wares or merchandise or make any other use of the parking area located upon their property, if said display or use will cause the number of parking spaces to be less than those currently required. In no event may any person make use of the parking area which would effectively cause said property to have less than the minimum legally required parking spaces for the particular property use as is currently required by other ordinances and codes of the City.
  - (b) No conversion of use unless parking requirements met. No person, party or entity shall convert or change the use of property without also meeting the current required parking requirements for that particular use.
  - (c) No expansion unless parking requirements met. No person, party or entity may expand, convert or add to any existing use of property without the same meeting the current requirements of parking spaces for the property.
- (G) Reduction of Required Parking. Commercial use properties for which a Building Permit has been granted prior to August 26, 2003, may substitute up to twenty percent (20%) of their required parking spaces for landscaping.

(Ord. No. 77A, 7-1-1981; Ord. No. 92, 9-2-1981; Ord. No. 07-19, 10-17-2008)



Marta Martinez &lt;mmartinez@myspi.org&gt;

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**variance comments**

1 message

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**Gabriel .** <ff2644@hotmail.com>

Tue, Apr 5, 2022 at 4:08 PM

To: "MMartinez@MySPI.org" &lt;MMartinez@myspi.org&gt;

In reference to the requested variance at Lot 8 block 66 Padre Beach Subdivision section V [208 W Kingfish St.](#) I would like to object to this variance, as can be seen all over the island tenants and renters almost always have more vehicles than parking spaces as can be seen by cars sticking out partially in the roadway as well as golf carts parked on the sidewalk. I feel this variance if approved will cause future problems with inadequate parking spaces. Building codes were adopted for a reason and they should be adhered to.

Thank you

Gabriel Pedraza

Condo owner Sandcastle complex



Marta Martinez <mmartinez@myspi.org>

Variance request, Lot 8 Block 66, Padre Beach Subdivision, Section V

1 message

Sand Castle Condos <sandcastlespi@gmail.com>

Mon, Apr 11, 2022 at 3:16 PM

To: MMartinez@myspi.org

Cc: Noel & Angie Salinas <noel3980@netzero.com>, Moy Corbitt <moy@mconstructionservice.com>, Craig & Chris Sparling <racs1111@earthlink.net>

City of South Padre Island
Attn: Marta Martinez, Planning Coordinator,

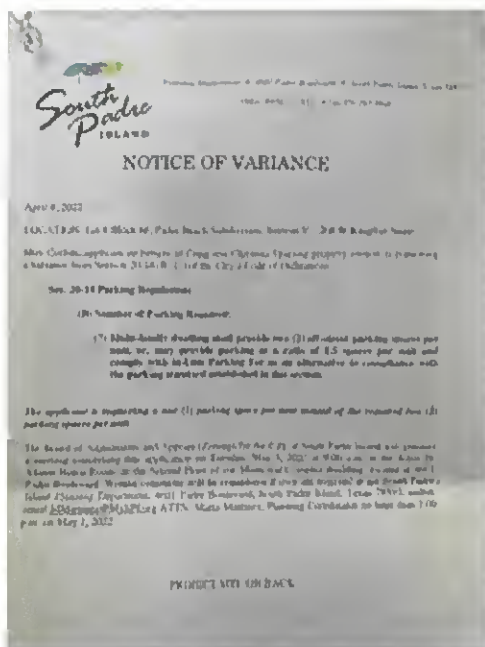
Sand Castle Condominium's HOA Board is aware and approves of the variance request (variance from Section 20-14 (B) (7) of SPI's CO) by Moy Corbitt, on behalf of owners Craig and Christina Sparling.

Please feel free to contact the Sand Castle office with any questions.

Best regards,

Noel Salinas
Sand Castle HOA Board President

Sand Castle Condominiums
208 W. Kingfish St.
South Padre Island, TX 78597
www.sandcastlespi.com
956.772.1122
sandcastlespi@gmail.com



ksf 4/11/22



CITY OF SOUTH PADRE ISLAND BOARD OF ADJUSTMENT & APPEALS APPLICATION

- checkbox \$250 variance checkbox Special Exception Use (Sec. 20-16.1) checkbox Administrative Appeal

APPLICANT INFORMATION

Name Moy Corbitt
Mailing Address 120 Lang Road #405
City, State, Zip Portland, Texas 78374
Phone number 361.423.0290
Fax number N/A
E-mail Address moy@mconstructionservice.com

OWNER INFORMATION

Name Craig and Christina Sparling
Mailing address 17219 Alta Loma
City, State, Zip Mountain Hills, AZ 85268
Phone number 817.247.5060
Fax number N/A
E-mail Address rcs1111@earthlink.net

SITE LOCATION FOR REQUEST:

Physical Address (Street Name & Number): 208 W. Kingfish - Lot 8 - South Padre Island, Texas
Legal Description (Lot / Block / Subdivision): Lot 8, Block 66 Padre Beach Section V, Volume 14. Page 68 Map
Records

I hereby request the following from the Board of Adjustment and Appeals: I am asking for the board to consider giving us a variance so that we may use the existing parking for our parking for the new condo building. It is within the gates of the sandcastle condo complex and is written in the declaration documents that one car per unit is allocated per the declarations.

- In addition, the application requires the submission of the following:
diamond \$250 application fee per variance, special exception, and appeal request.
diamond Stamped/Sealed & dated survey of Improvements of the Subject Property.
diamond Copy of Floor Plan of structure proposed to be constructed or expanded.
diamond Current/recent photographs of the site.
diamond And any additional information to more clearly understand the request.

For Internal use only:
Amount Paid:
Paid Cash or Check No.
Date Received:

Note: Applicants are required to fully disclose in the application all information that is necessary for the various bodies to make their determination prior to issuance of any permit. At a minimum, an application for a variance or Special Exception shall contain ten (10) copies of the information outlined above. All information must be submitted no later than twenty (20) days prior to the meeting date. All fees must be paid prior to the Board reviewing the application.

If Staff determines that the application is incorrect, incomplete, illegible, or in any way inadequate to insure the complete understanding of the variance or special exception, staff shall return the application to the applicant.

Applicant's Name (Please Print) Moy Corbitt
Applicant's Signature Moy Corbitt
Date: 03/17/22

Owner's Name (Please Print): Craig Sparling
Owner's Signature: R Craig Sparling
Date: 03/17/22



## Moy Corbitt

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**From:** Moy Corbitt  
**Sent:** Wednesday, March 2, 2022 9:53 AM  
**To:** Carlos Sanchez; George Martinez; Hortencia Rivas; Marta Martinez  
**Subject:** 208 W. Kingfish - Sandcastle III (Lot 8 - Block 66 Padre Beach Section V  
**Attachments:** 1973-original declarations SC I.pdf; 1973 - SC bylaws.pdf; 2008- Easement and Maintenance Agreement [1058][2305843009213854597].pdf; 2008-Declarations - SC III[3017][2305843009213854584].pdf; 211005 - LOT 8, BLK 66 PADRE BEACH SEC V[12168] Sandcastle Condo[2305843009213854658].pdf; 211005 - AS-BUILT - SAND CASTLE[2305843009213854612].pdf; Laguna-Boulevard-2-8-2022-orthophoto (1) [2305843009213856178].pdf

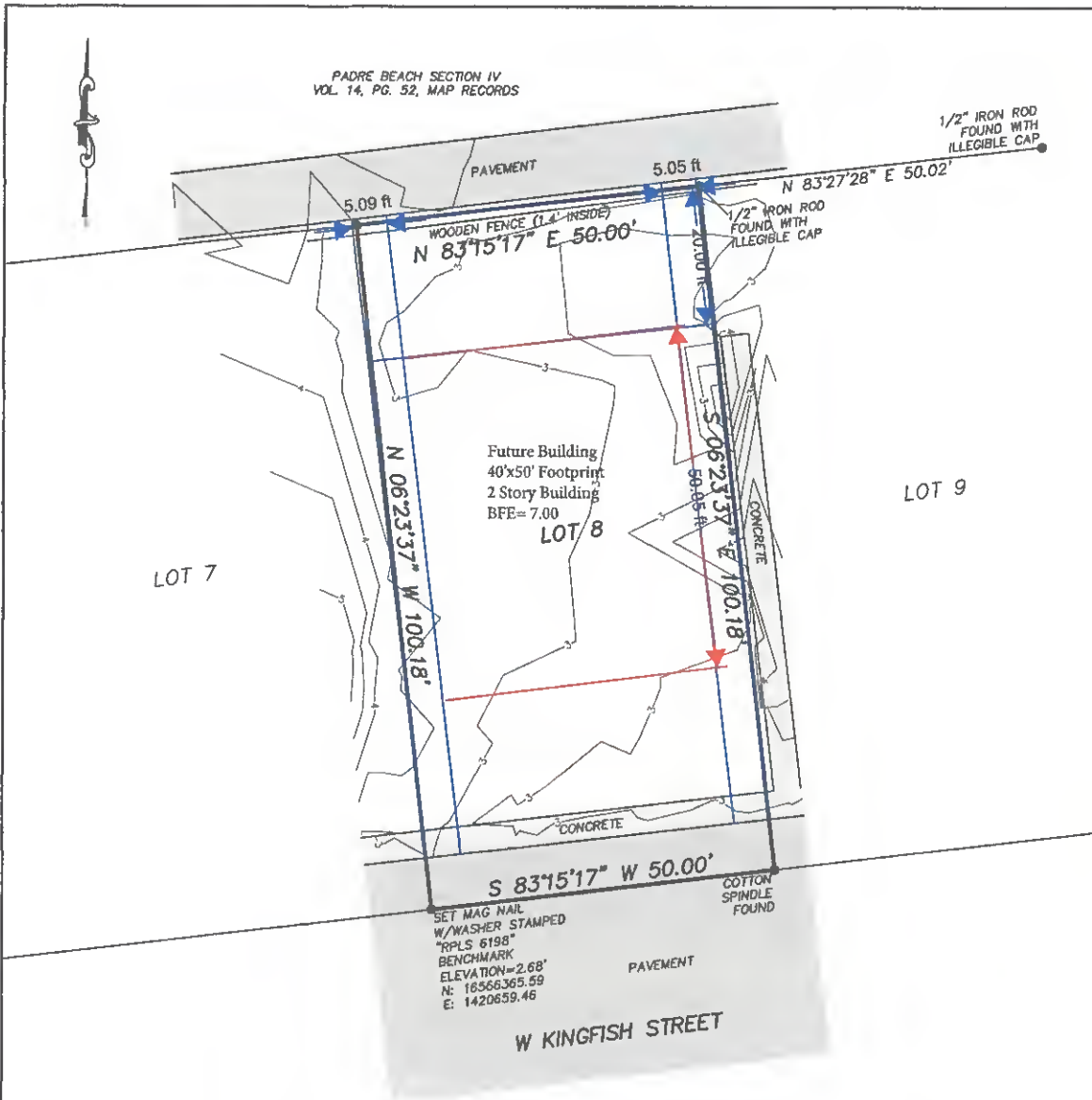
Good morning,

Thank you for your feedback and comments in reference to the mentioned project. Most comments were expected, with the exception to the parking. As I have stated previously, it is our intent to utilize the existing parking for the Sandcastle Condominiums, as this lot is part of the condo community and is included in the declarations and bylaws of the condo regime. Per the declaration documents, under the general common elements, each owner has the right to use one space per unit. The owner purchased this property with the understanding that this would be the case, as it is written in the legal documents submitted to Cameron County and attached to this email. I understand that the city has a code that requires each unit to have two vehicle parking spaces. That would make us install eight parking spaces. This is not feasible as the condo complex already has a parking lot installed per the original design back in 1973. Would you please take this into consideration as this is putting an unforeseen hardship on us to develop this property. Our final design is pending based on your response to this email. Look forward to hearing back from you.

The following (highlighted) items are attached.

1. Declaration of Condo Regime (1973) – Sandcastle I
2. Bylaws (1973) – Sandcastle I
3. Easement and Maintenance Agreement (2008) – Sandcastle I, II and III
4. Declaration (2008) – Sandcastle III
5. Lot Survey / Topo – Sandcastle III
6. As-built of Existing Condo Complex and Parking – Sandcastle I, II and III
7. Prelim Architectural Site / Location of Proposed New Building – Sandcastle III
8. Aerial Photo – Sandcastle Condominiums – Sandcastle I, II and III

Best regards,  
Moy Corbitt  
M C Construction Service  
361.423.0290 phone



**NOTES:**

USE THE TEXAS ONE CALL SYSTEM TO LOCATE PIPELINES BEFORE PERFORMING ANY EXCAVATIONS ON THIS PROPERTY.

THE SUBJECT PROPERTY APPEARS TO BE SITUATED WITHIN THE FLOOD ZONE AREA "AE" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED ON THE FOLLOWING FLOOD INSURANCE RATE MAP: 48061C0510F, EFFECTIVE DATE: FEBRUARY 16, 2018, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS. (SURVEYOR DOES NOT GUARANTEE OR WARRANT THE ACCURACY OR CORRECTNESS OF THE F.E.M.A. MAPS.)

BEARINGS, DISTANCES, AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, SOUTH ZONE. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 IN FEET. CONTOUR INTERVALS ARE AT 6 INCHES.

● = SET 5/8" IRON ROD MARKED WITH A CAP STAMPED "RPLS 6198".

LOT 8, BLOCK 66 (0.11 ACRE)  
PADRE BEACH SECTION V  
VOLUME 14, PAGE 68, MAP RECORDS  
CITY OF SOUTH PADRE ISLAND  
CAMERON COUNTY, TEXAS  
SCALE 1" = 20'

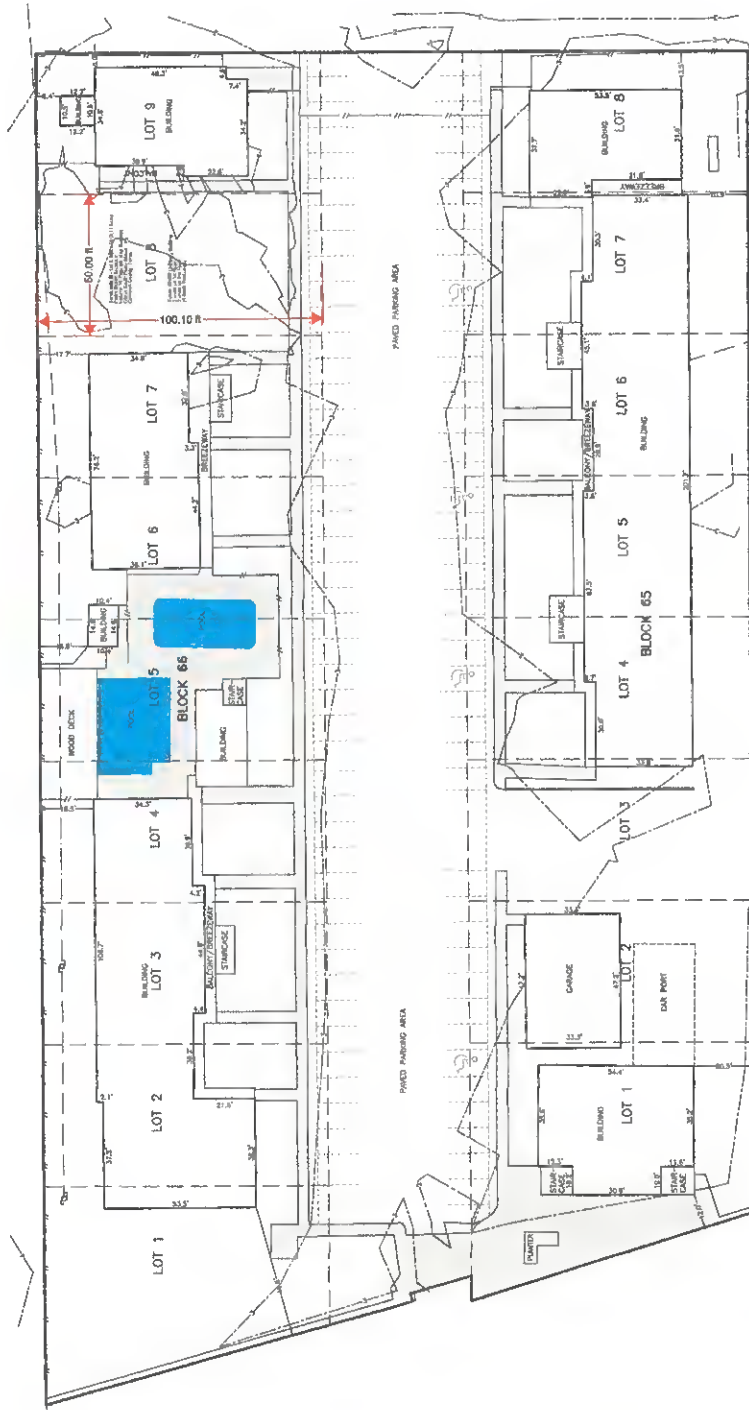
The undersigned does hereby certify that this plat represents the results of a survey performed on the ground of the property legally described hereon and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible easements or protrusions, except as shown, and has direct access to a dedicated roadway, this the 26th day of October, 2021.



FIRM REG. NO. 10193705  
600 Second Street  
P.O. Box 1284  
Woodsboro, TX 78393  
info@ebysurvey.com  
Phone 361-543-8161  
Fax 361-288-8438



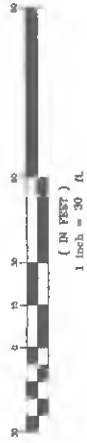
*Nathan Eby*  
Registered Professional Land Surveyor  
Registration No. 6198



NOTES:  
 USE THE TEXAS ONE CALL SYSTEM TO LOCATE PIPELINES BEFORE PERFORMING ANY  
 EXCAVATIONS ON THIS PROPERTY.  
 BEARINGS AND DISTANCES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM.  
 BEARINGS AND DISTANCES ARE BASED ON THE DATUM OF 1983. CALCULATIONS ARE BASED ON THE  
 AMERICAN NATIONAL DATUM OF 1983 IN FEET.  
 THERE ARE # TOTAL PARKING SPACES INCLUDING 4 HANDICAPPED SPACES.

-/-/ - FENCE  
 - - - - OVERHEAD UTILITY LINES  
 CO<sub>2</sub> = UTILITY POLE  
 □ = CONCRETE

GRAPHIC SCALE



**TOPOGRAPHIC SURVEY  
 BLOCK 66 AND LOTS 1-8, BLOCK 65  
 PADRE BEACH SECTION V  
 VOLUME 14, PAGE 68, MAP RECORDS  
 CAMERON COUNTY, TEXAS**

**ERT SURVEY**  
 PLM REG. NO. 10163700  
 600 Second Street  
 Lubbock, TX 79402  
 Phone 806-743-8101  
 Fax 806-743-8400

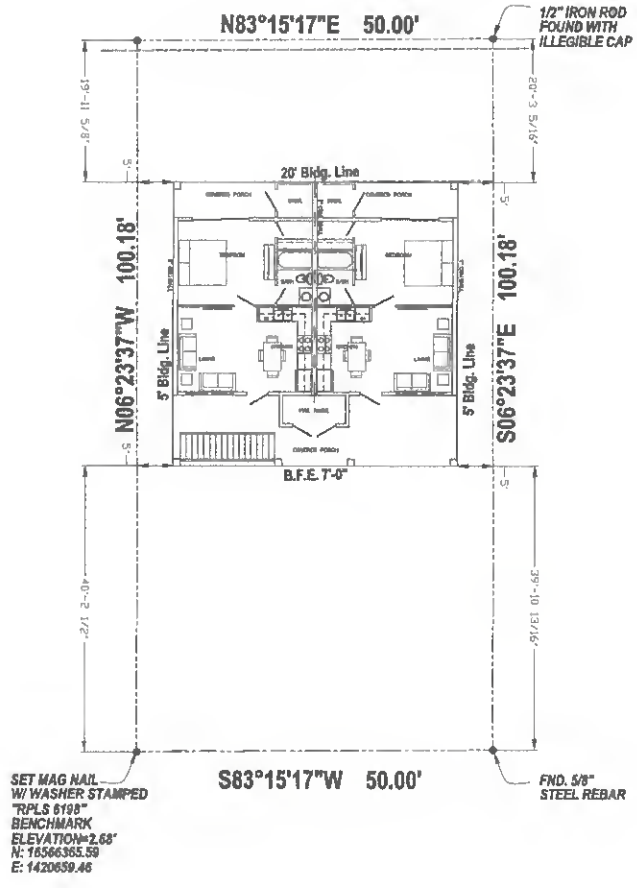








SITE PLAN

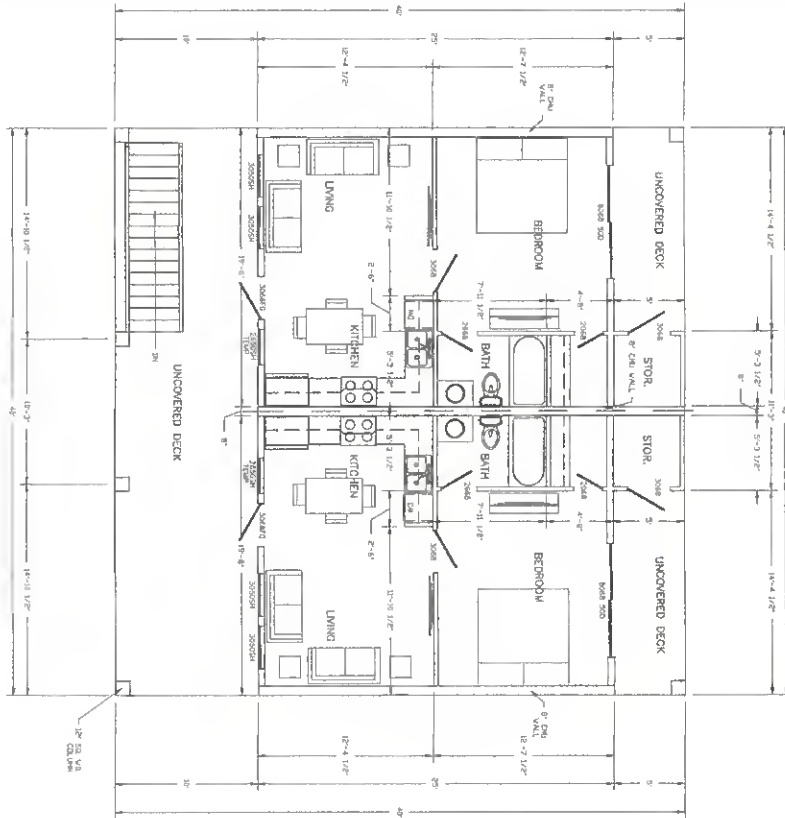


SHEET  
 1  
 DRAWN BY: SW  
 DATE: 11/30/21  
 SCALE: 1/8" = 1'  
 REVISION:  
 (REV. DATE)

A NEW CONDO BUILDING  
 FOR  
 CRAIG & CHRISTINA SPARLING

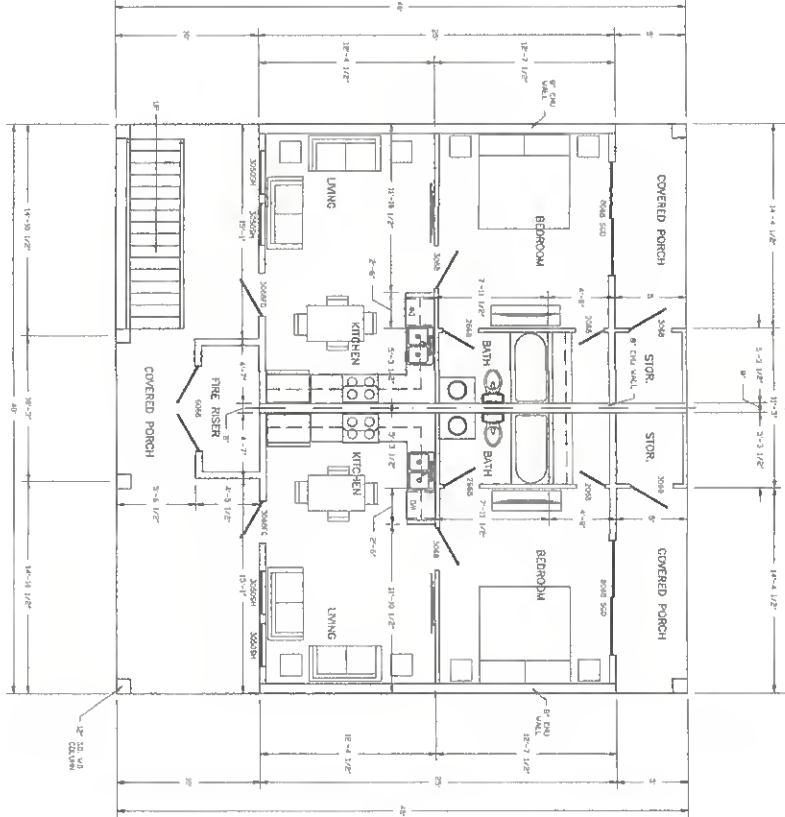
PORT  
 FABRICATION &  
 CONSTRUCTION  
 INC.  
 P. O. BOX 804, ROCKPORT, TEXAS 78381 361-727-2301





SECOND FLOOR PLAN

1/2" = 1'-0" SCALE  
 400 SQUARE FEET CONCRETE SLAB  
 400 SQUARE FEET FLOOR FINISH  
 400 SQUARE FEET FLOOR FINISH  
 400 SQUARE FEET FLOOR FINISH  
 1,600 TOTAL SQUARE FEET THIS FLOOR



GROUND FLOOR PLAN

1/2" = 1'-0" SCALE  
 400 SQUARE FEET CONCRETE SLAB  
 400 SQUARE FEET FLOOR FINISH  
 400 SQUARE FEET FLOOR FINISH  
 400 SQUARE FEET FLOOR FINISH  
 1,600 TOTAL SQUARE FEET THIS FLOOR

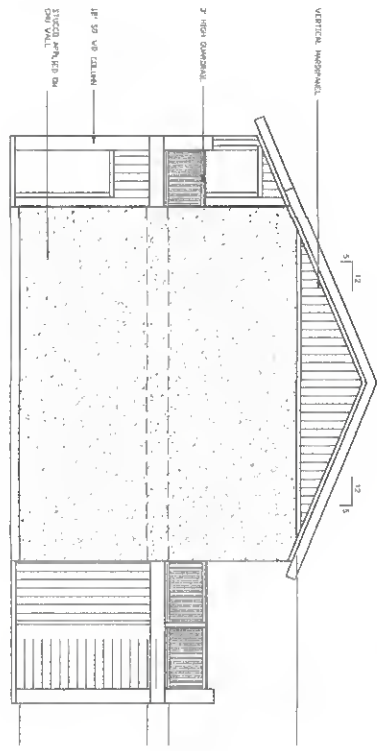
SHEET  
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 REV. DATE:

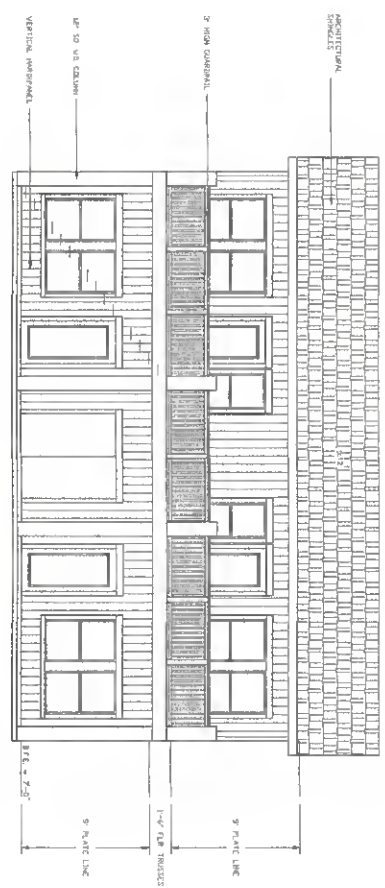
A NEW CONDO BUILDING  
 FOR  
 CRAIG & CHRISTINA SPARLING

PORT FABRICATION & CONSTRUCTION INC.  
 P O BOX 804, ROCKPORT, TEXAS 79381 361-727-2301

LEFT ELEVATION



FRONT ELEVATION



3

SHEET

DRAWN BY: SW  
 DATE: 11/30/21  
 SCALE: 1/4" = 1'  
 REVISION:  
 REV. DATE:

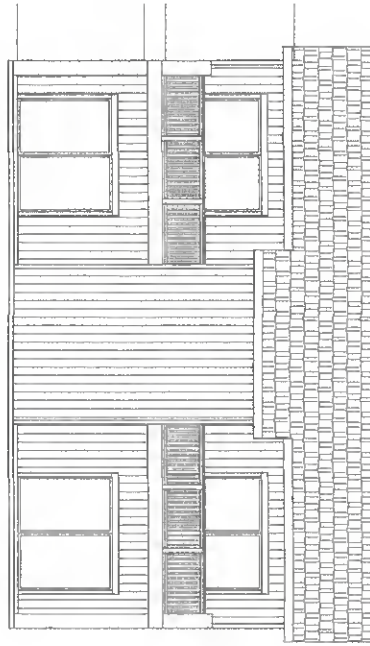
A NEW CONDO BUILDING  
 FOR  
 CRAIG & CHRISTINA SPARLING

PORT  
 FABRICATION &  
 CONSTRUCTION  
 INC.

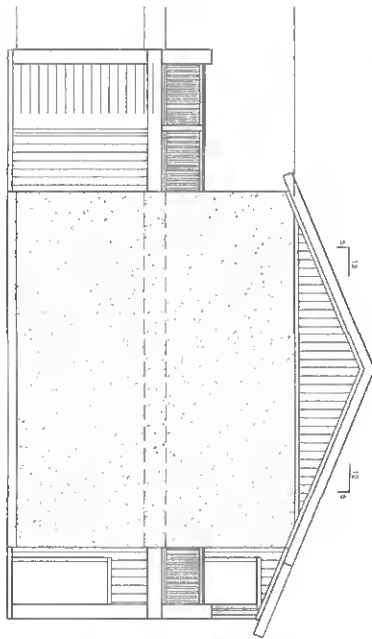
P. O. BOX 804, ROCKPORT, TEXAS 75381 361-727-2301



REAR ELEVATION



RIGHT ELEVATION



DRAWN BY: SW  
 DATE: 11/30/21  
 SCALE: 1/4" = 1'  
 REVISION:  
 REV. DATE:

4

SHEET

A NEW CONDO BUILDING  
 FOR  
 CRAIG & CHRISTINA SPARLING

PORT  
 FABRICATION &  
 CONSTRUCTION  
 INC.

© BOX 804, ROCKPORT, TEXAS 78381 361-727-2301

6272

THE STATE OF TEXAS )  
COUNTY OF CAMERON ) KNOW ALL MEN BY THESE PRESENTS:

**DECLARATION FOR ESTABLISHMENT  
OF CONDOMINIUM REGIME  
FOR SAND CASTLE NUMBER ONE  
SOUTH PADRE ISLAND, TEXAS**

WHEREAS, Bill W. Moore and wife, Jean D. Moore, hereinafter called Sponsor, are the sole owners in fee simple of the real property hereinafter described and have developed said property by constructing a condominium project thereon, consisting of four (4) main buildings, initially containing a total of sixty-five (65) independent apartments, patios or balconies appurtenant thereto, which condominium project is known as Sand Castle Number One.

NOW THEREFORE, for the purposes of establishing a condominium regime subject to the provisions of Vernon's Annotated Civil Statutes of State of Texas, Article 1301 (a), hereinafter referred to as the Condominium Act, Bill W. Moore and wife, Jean D. Moore, Sponsor, for themselves, their heirs, executors, administrators, grantees, and assigns, hereby makes this declaration establishing the property hereinafter described as a condominium regime, and for such purposes, Sponsor does hereby make the declarations hereinafter set forth, and Sponsor hereby submits the following described land, together with all buildings and improvements erected thereon to the condominium form of ownership in accordance with the provisions of the Condominium Act and the provisions of this declaration hereinafter set forth. The description of such land so submitted and dedicated is as follows;

Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7), in Block Number Sixty-Six (66), and Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6) Seven (7) & Eight (8) in Block Number Sixty-Five (65), PADRE BEACH SUBDIVISION, SECTION V, Cameron County, Texas, according to Map or Plat thereof recorded in Volume 14, Page 68, Map Records of Cameron County, Texas.

DEFINITIONS AND DESCRIPTION OF PROJECT.

Name: The property shall have the name SAND CASTLE NUMBER ONE.

Definitions:

By Laws. All referances to by laws herein shall be deemed to include by laws or other governing rules adopted by the Council as an unincorporated association.

Buildings shall initially mean the apartment buildings heretofore erected or to be hereafter erected upon the property described above.

Building means one of the apartment buildings now erected or to be hereafter erected upon the property described above.

Common Expenses means the expenses of the Project and operation thereof to be borne and shared in common by all of the apartment owners proportionately as set forth herein.

Common Fund - The common fund consists of all funds of all apartment owners collectively administered by the Council.

Apartment shall mean an enclosed space in a building consisting of one (1) room or a suite of rooms designed for independent use as a housing accommodation and designated on the plat of the project as a separate apartment and provided to be owned individually and not owned in common with the other owners of the project.

Common Elements means the General Common Elements.

General Common Elements means all parts of the project which are not owned separately and which are owned in common including, but not limited to the items specifically designated as such in this Declaration, together with such other property as shall be designated as such from time to time by written instrument recorded in the Condominium Records of Cameron County, Texas, signed by the Council and by the owner of the property so designated.

Project shall mean all of the real property described above and all improvements heretofore constructed or to be hereafter constructed thereon.

Sponsor shall initially mean Bill W. Moore and wife, Jean D. Moore, who have made and executed this Condominium Declaration and who are the owners of the property submitted to it.

Real Property shall mean all of the real property described above and all improvements constructed or to be constructed thereon.

Declaration means this instrument by which the property described herein is submitted to the provisions of the Texas Condominium Act.

Council of Co-Owners (and "Council") means the collective organization or association (whether incorporated as a membership corporation or unincorporated) acting on behalf of all apartment owners or their assigns with respect to their common interest in the Project.

*corporation*

*See amendment HS-91*

Board or Board of Directors refers to the board of Governors of the Council of Co-owners, which board shall manage the affairs of the Council.

General: All terms defined in the Condominium Act are used herein in the sense and meaning so defined except as limited, substituted or amplified as set forth herein.

Development Plan: The condominium is described and established as follows:

(a) Survey and Plot Plan. A plot plan of the land showing the Buildings placed thereon is attached as Exhibit A.

(b) Easements. Easements are reserved through the project as may be required for utility services in order to adequately serve the project; provided, however, such easements through an apartment shall be only according to the plans and specifications for the building containing the apartment, unless otherwise approved in writing by the apartment owner.

(c) Improvements. Improvements upon the land include the following:

(1) Apartment Buildings. The condominium includes apartment buildings which are designated as Buildings A-B-C-D, upon said plot plan survey and which is more particularly described upon Exhibit A.



(2) Other Improvements. The project includes automobile parking areas, swimming pools, fishing piers, boat docks, boat launching ramp, landscaping, club room, workshop and other common improvements located substantially as shown upon said Exhibit A and which are part of the common elements. Such improvements have heretofore been constructed by developer.

Apartments:

Each individual one room apartment is substantially identical as to floor area and plan, the same is true of each individual two room apartment, with the exception of B-204 and B-205 Apartment Units, which are more particularly described and shall include the following:

General Provisions: The following provisions shall apply to each apartment:

(a) Boundary. Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment which boundaries are as follows: The interior surfaces of the perimeter walls (including doors and windows), floors, ceilings and the exterior surfaces of balconies and patios, and each apartment unit includes both portions of the building so described and the air space so encompassed excepting general common elements situated therein as set forth herein. Each apartment also includes all fixtures, appliances, and individual air conditioning and heating equipment located within such apartment and intended for individual use.

(b) General Common Elements. The general common elements consist of the entire property including all parts of the buildings, other than the apartments (and management storage units), and including, without limitation, the following:

(1) the land described above.

(2) The foundations, bearing walls and columns, roofs, halls, clubroom, swimming pools, fishing piers, boat docks and boat launching ramp, stairways, and entrances and exits, or communication ways, picnic tables and benches, yards and gardens; the facilities

for installation of, and the equipment for, central utility services such as power, light, gas, hot and cold water, reservoirs, water tanks and pumps, and all other like elements.

(3) The Common Fund.

(4) All other parts of the project, and all apparatus and installation existing in the buildings or on the property, for the common use, or necessary or convenient to the existence, maintenance or safety of the property.

(5) The automobile parking area.

Condominium Unit. A Condominium unit shall include the ownership of an apartment and certain interests which are appurtenant to said apartment including, but not limited to, the following items:

(a) General Common Elements. The ownership of a prorata undivided share in the general common elements as above described.

(b) A membership in the Council and a prorata undivided interest in the funds and assets held by the Council.

(c) The right to use one parking space.

Ownership of General Common Elements. Each owner of a Unit shall be entitled to ownership of a prorata undivided share of the General Common Elements which shall be determined by dividing the whole of the common elements by the number of apartment units in the condominium which shall in no event be less than a 1/130th interest, it being contemplated that the Sponsor shall construct not more than 65 additional apartment units on lands owned by them lying adjacent or near to the real property hereinabove described, with such lands and units, including common elements pertaining thereto, to be made subject to this declaration and regime and the by laws governing the same. The fractions of ownership interest in the General Common Elements so allocated to the respective Units are based upon values arbitrarily assigned by Developer to each Unit and do not necessarily reflect or represent the selling price or actual value of any unit.

Regardless of the price for which any Unit may be sold or resold or the actual value of any Unit, and regardless of any other matter, such fraction of ownership in the General Common Elements allocated to each unit shall remain fixed and constant, and the same cannot be changed except by the written consent of each and every Co-owner and mortgagee of a Unit in the project property, duly executed, acknowledged and filed for record as a partial amendment to this Declaration. Said ownership interest in the General Common Elements shall be undivided interests, and the General Common Elements shall be owned by the several Unit Co-owners, as tenants in common in accordance with their respective fractions of ownership. The General Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable to a condominium regime, and in any event, all mortgages must be paid prior to the bringing of an action for partition, or the consent of all mortgagees to such action must be obtained. Any covenant to the contrary shall be void. The fraction of the General Common Elements allocated to each Unit shall not be separated therefrom or separately sold, conveyed, encumbered or otherwise separately disposed of, and each interest in the General Common Elements shall follow the respective Unit to which it is allocated, and shall be deemed to be conveyed or encumbered with its respective Unit to which it is allocated even though the description in the instrument of conveyance or encumbrance shall refer only to the Unit.

Incorporation: The Council of Co-Owners may hereafter elect to incorporate under the name Sand Castle Council of Co-owners, Inc., or such other name as the Council shall select, as a membership corporation under the provisions of the Texas Nonprofit Corporation Act; but it shall subsequently be operated as an unincorporated membership association if the corporation shall at any time be dissolved in a manner provided by law. The affairs of the Council, whether or not incorporated, shall be governed by the provisions of this declaration, the Articles of Incorporation (if incorporated) and the bylaws adopted by the board. The Project shall be subject to and governed by such



instruments and by such rules and regulations as shall be adopted and published by the board of Governors (or directors, as the case may be) from time to time.

Utility Easements. Each owner shall have an easement in all pipes, wires, ducts, cables, conduits, public utility lines and other general common elements located in whole or in part in any of the other apartments or common areas but serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, wires, conduits, public utility lines and other general common elements serving such other apartments but located in such apartment.

Restrictions, Covenants and Conditions. The purchase and ownership of each apartment and appurtenances thereto is subject to all provisions of this Declaration and to the Bylaws of the Council of Co-owners, if any, and the Bylaws and Rules and regulations, and to the restrictions, covenants, conditions, right of ways, easements, oil, gas and mineral leases and all outstanding royalty and mineral interests applicable to or affecting the property hereinabove described and recorded in the office of the County Clerk of Cameron County, Texas, or the General Land Office of the State of Texas.

Encroachments. If any portion of the general or limited common elements now encroaches upon any apartment or if any apartment now encroaches upon any other apartment or upon any portion of the general or limited common elements, as a result of the construction of the building or if any such encroachment shall occur hereafter as a result of settling or shifting of the building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building shall stand. In the event the improvements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachment of part of the general or limited common elements upon any apartment or of any apartment upon any other apartment or any portion of the general or limited common elements due to such rebuilding shall be permitted and valid easements for such encroachments and maintenance thereof shall exist so



long as the building shall stand.

Access. The Board shall have the right of access to each apartment to inspect the same and to remove violations therefrom and to maintain, repair and replace the general or limited common elements contained therein or elsewhere in the building.

COUNCIL OF CO-OWNERS

Council. Sand Castle shall be governed by and the common elements shall be administered by a Council of Co-Owners, (hereinafter called "Council"), which is hereby established as a membership association. The Council shall act for the benefit of all apartment owners to provide for the protection, preservation, maintenance and repair of the general and limited common elements, and the government, operation and administration of the project property as hereby established and shall administer the Common Fund. Such Council and its affairs shall be administered and managed by a Board of Governors elected by the members of the Council.

INITIAL BOARD OF GOVERNORS.

Until twenty-five (25) apartment units shall have been sold by the Sponsor of the Condominium and shall have been paid for, as to Sponsor, and thereafter, until their successors shall have been elected by the unit owners as provided for in the by laws, the Board of Governors shall consist of Bill W. Moore and four other persons appointed by him, including right of replacement. Three Governors shall constitute a quorum for the transaction of business at either regular or special meetings.

Resale to another, or divestiture of ownership of condominium property, however accomplished, shall act as an automatic resignation from the Board of Governors by such member.

Governors. The Board of Governors of the Council shall consist of five (5) persons, one of whom shall be the Sponsor if and so long as Sponsor owns an apartment. A majority of the Board shall at all times be persons directly or indirectly owning or having an ownership interest in an apartment. Such board shall have the powers, duties, authority and responsibility specified in the Bylaws of the Council.

*Bill W. Moore*  
*1/2*

Membership, Council of Co-Owners: Each owner of an apartment, including Sponsor, if, and so long as, Sponsor owns an apartment, shall automatically be a member of the Council. Each owner shall remain a member of the Council until such time as he ceases to own an apartment, at which time his membership shall automatically cease. Upon any transfer of ownership of any apartment, the new apartment owner shall succeed to such membership in the Council.

Bylaws. The Bylaws adopted by the Sponsor as sole owner of the real property and sole member of the Council, which shall be used for the purpose of organizing the Council are attached hereto as Exhibit E and made a part hereof. The Bylaws may be amended from time to time in the manner therein provided or as provided by law.

Voting Rights. The owner or owners of each apartment unit or his or her legally authorized representative and proxy shall be entitled to cast one vote for each apartment unit owned at all meetings of the Council. Voting rights attributable to any apartment unit which shall have been acquired by the Council shall, while owned by the Council, be entitled to be represented at meetings of the members of the Council for purposes of determining the existence of a quorum, and shall be exercised and voted as directed by a majority of the members voting at such meeting.

Council Voting Rights. Voting rights attributable to any apartment which shall have been acquired by the Council shall, while owned by the Council, be entitled to be represented at meetings of the members of the Council for purposes of determining the existence of a quorum, and shall be exercised and voted as directed by the Board of Governors of the Council of such meeting. Apartments, if any, owned by the Council shall not be subject to assessment while owned by the Council.

*Note:  
These are  
provisions*

DUTIES OF COUNCIL AND OWNERS

Maintenance, Alteration and Improvement. Responsibility for the maintenance of the real property and restrictions upon the alteration and improvement thereof, shall be as follows:

Apartments.

By the Council. The Council shall maintain, repair and replace at the expense of the Co-owners through the Common Fund;

All portions of an apartment (except interior surfaces) contributing to the support of the apartment building, which portions shall include, but not be limited to, the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of apartments, floor, roofs and ceiling slabs, load-bearing columns, piling and load-bearing walls.

All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Council; and all such facilities contained within an apartment which service part or parts of the project other than the apartment within which contained.

All incidental damage caused to an apartment by such work.

By the Apartment Owner. The responsibility of each apartment owner shall be as follows:

To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Council. Such shall be done without disturbing the rights of other apartment owners or their tenants.

Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

Promptly to report to the Council any defect or need for repairs, the responsibility for the remedying of which is that of the Council.

To maintain, repair and replace at his expense exterior doors and windows of his apartment.

To maintain, repair and replace at his expense the fixtures, appliances and individual air conditioning and heating equipment located within his apartment and intended for individual use.

Alteration and Improvement. Neither an apartment owner nor the Council shall make any alterations in the portions of an apartment or building which are to be maintained by the Council, or remove any portion thereof, or make any additions thereto, or do any thing which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval in writing of owners of all other apartments in the same building and the approval of the Board of Governors of the Council. A copy of detailed plans for all of such work shall also be filed with the Council prior to the start of the work.

General Common Elements.

By the Council. The maintenance and operation of the general common elements shall be the responsibility of the Council at the expense of the co-owners through the common fund.

By the Apartment Owner. The cost of all repairs to a general common element necessitated by the negligence, misuse or neglect of an apartment owner shall be paid by the apartment owner.

Alteration and Improvement.

~~The Board of the Council is authorized to make alterations and improvements to the general common elements; provided, however, that if any alteration or improvement necessitates the expenditure of more than \$5,000.00 then such alteration or improvement shall require approval of the owners of apartments owning at least 50.1% of the general common elements or such~~





greater number as shall be specified in the Council bylaws. The improvement or alteration of the general common elements shall, moreover, be subject to such restrictions and provisions, if any, as shall be set forth in the bylaws.

UTILITIES: Each owner of an apartment shall be individually responsible for and shall pay for telephone, electricity and all other utilities services furnished to his apartment which are separately metered or billed by the respective utility companies or other party furnishing same. Utilities which are not separately metered or billed to the individual apartments shall be a part of the common expenses, and each apartment owner shall pay his prorata part thereof as in the case of other common expenses.

BLANKET INSURANCE. The Council and its Board shall have the authority and responsibility to, and shall obtain and continue in effect blanket property insurance to insure the buildings, structures and apartments in Sand Castle and the owners thereof, against risks of loss or damage by fire and other hazards as are covered under the standard extended coverage provisions in such amount, not less than 80% of the full insurable replacement value thereof, as the Board shall deem advisable, and insurance against other risks of whatever character as the Board shall deem advisable, without prejudice to the right of each apartment owner to insure his or her individual apartment on his or her own account and for his or her own benefit. Such blanket insurance shall be written in the name of, and the proceeds shall be payable to the Council, and to the mortgagee as their interest may appear, or to any person designated by the Council, <sup>as to Council's interest</sup> as Trustee for the owners of each apartment in proportion to their respective interests in the general common elements, and additionally as individually specified per unit, or both. Each apartment owner, and the mortgage holder, if any, shall be a beneficiary of such insurance in proportion to the ownership interest in the general common elements as established by this Declaration, even though not expressly named in the policy of insurance as an insured or beneficiary. All costs, charges and premiums for such blanket insurance shall be a common expense, and each owner shall pay his or her prorata part thereof as in the case of other common

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expenses. The proceeds from all blanket insurance shall be held by the designated beneficiary as a part of the common fund and shall be used and paid out as hereinafter provided, consistent with the Condominium Act. Council shall furnish notice to owners of the policy limits of insurance coverage carried.

INDIVIDUAL INSURANCE. Each apartment owner shall be responsible at his or her own personal expense and cost for his or her own personal insurance on the contents of his or her own apartment and his or her additions and improvements thereto, and decorations, furnishings and personal property therein, and his or her personal property stored elsewhere on the project property, and his or her personal liability, not covered by liability insurance for all the apartment owners obtained as a part of the common expenses.

PUBLIC LIABILITY AND OTHER INSURANCE. The Council shall have the authority to and shall obtain comprehensive public liability insurance and such other types of insurance in such limits as it shall deem desirable, insuring each apartment owner and the Council and its Board from and against liability in connection with the common elements. All costs, charges and premiums for all such insurance shall be a common expense. Each apartment owner shall pay his or her prorata share for such insurance as in the case of other common expenses.

REPAIR OR RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY.

In the event of damage to or destruction of the buildings as a result of fire or other casualty (unless 66-2/3 per cent or more of the project improvements are destroyed or substantially damaged and all of the apartment owners do not duly and promptly resolve to proceed with repair or restoration), the Council shall arrange for the prompt repair and restoration of the buildings (including any damage to apartments except wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by apartment owners individually) and the Council shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in

appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Council may assess all the unit owners for such deficit as part of the common charges.

If two-thirds or more of improvements shall be destroyed or substantially damaged, and if all the owners of the apartments therein do not voluntarily within ninety (90) days thereafter make provision for reconstruction and restoration to the original condition, the Council will forthwith record a notice setting forth such facts, and upon such recording of notice the project shall be sold by the Council or its designated representative, as trustee, free and clear of the interests of the apartment owners and of the provisions contained in this Declaration, the plat and the Bylaws. The insurance settlement proceeds, and the proceeds from the sale of the project shall thereupon be collected by such trustee, and after payment of expenses of the sale such proceeds shall be divided according to each owner's interest based in proportion to their respective shares in the general common elements, and upon such division such trustee shall hold the share of each apartment owner in a separate trust account. From each separate account the Trustee shall use and disburse the total amount of each account toward the full payment of the following for and on behalf of the apartment owner for whom each account is held in the following order:

- (1). the payment of any balance of any first mortgage lien on such owner's apartment;
- (2). the payment of taxes and special assessment liens on such apartments in favor of any Taxing entity;
- (3). payment of such owner's share of unpaid common expenses and assessments of the Council;
- (4). the payment of junior liens on such apartment in the order and extent of their priority;
- (5). the balance remaining, if any, to the apartment owner.

The determination of whether 66 2/3 per cent or more of the improvements shall have been destroyed or substantially damaged by any fire or other disaster or casualty shall be conclusively made by the Council by action of the members of the Council.

ASSESSMENTS AND LIENS

Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements which is appurtenant to the apartment as set forth herein to the extent that the same shall be assessed against the owners from time to time by the Council. The common expenses shall include, but not be limited to, all expenses incurred by the Council in performing its duties, obligations and services as authorized or required hereby or by the members of the Council, administrative expenses of the Council, all expenses or expenditures incurred by the Council, all expenses or expenditures incurred by the Council for repair, replacement, construction, acquisition, maintenance or operation of common elements, reserves for proper Council purposes, costs of enforcing this Declaration, applicable by-laws, rules and regulations or the rights of the Council or its members, taxes, professional fees, utilities and such other expenses as shall be authorized by the Council.

ASSESSMENTS. The Council shall have the power to assess the owners of the apartments for their respective shares of common expenses, and otherwise as herein provided. The making and collection of assessments against apartment owners for common expenses shall be subject to the Bylaws and to the following provisions:

(a) Share of Common Expense. Each apartment owner shall be liable for and shall pay a proportionate share of the common expenses to the extent that the same shall be assessed against the owners from time to time by the Council, and shall share in the common fund, if any, such shares being the same as the undivided share in the general common elements which is appurtenant to the apartments owned by him.

(b) During any period of time in which not all of the buildings are being maintained and operated by the Council (as for example, when the maintenance and operation of a building are omitted pending reconstruction of such building after a



a casualty), that portion of assessments for the common expenses attributable only to the maintenance and operation of the buildings then being maintained and operated by the Council shall be assessed only to the owners of apartments of such buildings and in the proportions which their respective shares in the general common elements bear each to the other.

See amendment 1-15-91

~~(c) Interest: Application of Payments. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten per cent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due, but in no instance shall any assessment remain unpaid for a period in excess of ninety (90) days.~~

(d) Attorney's Fees. If the Council shall incur any legal expenses, including attorneys' fees, to enforce any rights of the Council against an apartment owner, including but not limited to collection of delinquent assessments, such apartment owner shall be liable to the Council for such expenses and the Council may recover the same.

(e) Apartments Owned by Council, if any, shall not be subject to assessment while owned by Council.

(F) See amendment

LIEN FOR ASSESSMENTS. The Council shall have a lien upon each apartment and in the interests in the general and limited common elements and common fund appurtenant thereto to secure the payment by the owner of such apartment of his proportionate share of all assessments required or permitted to be levied hereunder or by law, and any other sums which shall become due and owing from such owner to the Council and such lien shall also secure all other expenses including reasonable attorneys' fees, incurred by the Council incident to the collection of such assessment or enforcement of such lien.

See amendment

~~FORECLOSURE OF LIENS. All liens for assessments made by the Council or Co-Owners, or by the Board when authorized to~~

do so as aforesaid, shall be prior to other liens, except that such liens for said assessments shall be subordinate, secondary and inferior, and the same are hereby expressly made subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the city, county and state governments or any political subdivision or special district thereof, and (2) liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for common expenses becomes due. The claim of the Council for assessments and the lien securing such claims shall be freely assignable. Such lien for assessments herein provided for may be foreclosed, without prejudice and subject to the aforesaid prior liens, by the holder thereof in the same manner as either a vendor's lien (or as is provided for foreclosure of a contractual deed of trust lien on real property under Vernon's Annotated Civil Statutes of Texas, Art. 3810.) No such foreclosure shall affect or impair any such prior liens. The Council in this project, shall have power to bid in the apartment unit foreclosed on at any foreclosure sale, and to acquire, hold, lease, mortgage, and convey the same in behalf of the Council. The purchaser acquiring title to such apartment unit at any such foreclosure sale, whoever he may be, and his successors and assigns, shall not be liable for the share of the unpaid common expenses or assessments by the Council chargeable to such apartment which became due prior to acquisition of such title at such foreclosure sale, but such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of the apartments in this project, including such purchaser or acquirer, his successors and assigns, on a prorata basis, to the extent not recovered from the proceeds of such foreclosure sale.

STATUS AFTER FORECLOSURE.

Upon the sale or conveyance of an apartment, all unpaid assessments against the selling owner for his or her prorata

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1-15-9

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share of the common expenses and charges shall be first paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

(a) Assessments, liens and charges in favor of state and any political subdivision thereof for taxes due and unpaid on the apartment units.

(b) Amounts under mortgage instruments duly recorded.

CERTIFICATE OF ASSESSMENT. Any prospective purchaser or encumbrancer of an apartment, upon written request being made, shall be entitled to a certificate from the Board as to the amount of unpaid common expenses, if any, of the subject apartment, and such apartment shall not be liable or subject to any lien for any unpaid assessment in excess of the amount set forth in said certificate for the period of time specified therein. If such request for a certificate is not complied with within thirty (30) days of such request, the prospective purchaser or encumbrancer shall not be liable for, nor shall the subject apartment thereafter be subject to a lien for, any unpaid common expenses or assessments due prior to the date of such request.

COMMON FUND. All funds collected by reason of assessments of the apartment owners, or otherwise received from the apartment owners proportionately, and all funds received for the use and benefit of, or the account, of, the apartment owners (whether derived from insurance proceeds or other source) shall constitute the common fund and shall be held, administered and accounted for by the Council as trustee for the benefit of all of the owners of apartments as set forth herein. The common fund is the property of the apartment owner proportionately and constitutes a part of the general common elements appurtenant to the apartments of the project. The common fund shall be administered and disbursed by the Council according to the terms of this Declaration and as determined by the co-owners from time to time. In addition to other uses authorized herein or by the members of the Council, the common fund may be expended in payment of the common expenses.

and in reimbursement of the expenses of the Council. The funds constituting a part of the common fund shall be held in a separate account or accounts in one or more depositories selected by the Council under the style SAND CASTLE COMMON FUND, or such other name as the Council shall select. If the Condominium regime for SAND CASTLE shall be terminated, and if the Council shall at such time own any assets in its own right (as distinguished from funds or property of the co-owners administered by the Council) in excess of its liabilities, then any such excess of assets shall be added to the common fund and administered as such.

RESTRICTIONS

a. General Common Elements. The general common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the apartments.

b. Nuisances. No nuisances shall be allowed upon the project, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property 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 apartment owner shall permit any use of his apartment or make any use of the general or limited common elements which will constitute a nuisance or annoyance to the residents of other apartments.

c. LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the project nor any part thereof, and all valid laws, zoning ordinances and regulations of said governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the project shall be the responsibility of the Council of owners acting by and through the Board of Governors.



RESTRICTIONS, COVENANTS AND CONDITIONS.

The following restrictions, covenants and conditions are placed upon each of the Units affected hereby as a general plan or scheme of restrictions, for the benefit of each Unit, to-wit:

1. All of the Units in this Project Property shall be known and described as Residential Units and shall be used for residential purposes only during the existence and continuance of the condominium regime established by this Declaration. The area embraced by the General Common Elements shall be used for park, social, recreation, utility access or other purposes directly related to family residential use hereunder.

2. Each Residential Unit shall be used and occupied as a private, single-family dwelling unit only. No Residential Unit shall be altered, remodeled, subdivided or converted into more than one single-family dwelling Unit, provided that two units may be converted into one single family dwelling unit.

See  
amendment  
1-15-91

~~3. No Unit shall be used or occupied for any professional office, business or commercial purpose, or any other non-residential purpose.~~

4. The Co-owners of the respective Units shall have the right to rent or lease their respective Units, furnished or unfurnished, for residential purposes, provided that such tenancy or lease shall be subject to the provisions of this Declaration and the By-Laws of this Condominium Project.

5. No trash, rubbish, garbage or debris shall be kept or placed in any of the patios or similar areas or be permitted to accumulate upon any other Common Elements so as to render such property unsightly, offensive or detrimental to other property. All garbage and trash shall be placed or kept in designated containers as approved by the Board of Governors.

6. No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained

construction shelters or facilities maintained during, and used exclusively in connection with the construction of any improvements upon the project property.

10. Outside visible clotheslines or other outside facilities for drying or airing clothes shall not be erected.

11. No tree, shrub or planting of any kind on any Unit or on Common Elements shall be allowed to overhang or otherwise encroach upon any sidewalk or other pedestrian way from ground level to a height of seven (7) feet without the prior approval of the Board of Governors.

12. No Unit or any part of the surface of the Common Elements shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

13. No Co-owner shall permit any condition to exist upon any Unit which shall induce, breed, or harbor plant diseases or noxious insects.

14. ~~No signs or posters of any kind shall be placed on any part of the Common Elements except as authorized by the Board of Governors, except that the Sponsor may maintain a sign on the project property to advertise or attract attention to the project for as long as the Sponsor owns any Unit which is for sale.~~

See  
amendment  
1-15-91

PROVISO. Notwithstanding other provisions hereof, until Sponsor has completed and sold or leased all of the apartments, now existing or hereafter constructed as a part of the condominium, neither the apartment owners nor the Council nor the use of the project shall interfere with the completion of the contemplated improvements and the sale or lease of the apartments. Sponsor may make such use of the unsold or unleased units and common areas as may facilitate such completion and sale or lease including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

in any Unit or on the Common Elements and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing, or confinement of any animal or bird shall be maintained so as to be visible from neighboring property. Upon the Written request of any Co-owner, the Board of Governors shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable and in compliance with this subparagraph.

7. The Units and Common Elements shall not be used so as to disturb the neighborhood or occupants of adjoining Units, or to constitute a nuisance or to violate any public law, ordinance or regulation from time to time applicable thereto nor which will create or emit any objectionable, offensive or noxious odors, dust, gas, offensive fumes or other such material.

8. No antenna or other device for the transmission or reception of television signals, radio signals, or any form of electro-magnetic radiation shall be erected, used, or maintained outdoors on any Lot which has a height in excess of the height of the roof of the Building, whether attached to a building or structure or otherwise, but the Council of Co-owners may erect a common television antenna above such height.

9. No mobile home, house trailer, travel trailer or motor homes of any kind, truck camper, permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired upon any property, street or driveway in such a manner as will be visible from neighboring Units; PROVIDED, HOWEVER, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary

REGULATIONS. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the board of Governors.

NON-PARTITION. The general and limited common elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership so long as suitable for a condominium regime unless the owners of all apartments shall otherwise consent in writing.

TRANSFERS

NO SEVERANCE OF OWNERSHIP. The appurtenant interests including interests in the general and limited common elements, shall not be severable from the ownership of the apartment to which appurtenant, and no attempted or purported severance of such ownership shall be effective. No apartment owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his or her apartment without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest so omitted, even though the latter shall not be expressly mentioned or described therein, or even if a portion thereof shall be purported to have been expressly excluded. No part of the appurtenant interests of any apartment may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the apartment unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all apartments.

SALES AND MORTGAGES. If the owner of any apartment unit in this Condominium project is desirous of selling his or her apartment unit and receives an offer for the purchase



of same which he or she would be willing to accept, such owner shall not sell such apartment unit without first giving the Board of Governors of this Condominium project the right of first refusal to purchase such apartment unit, in behalf of the Council of co-owners of this project, for the same price and on the same terms and conditions as stipulated in such offer received. Such right of first refusal shall be given by written notice to the Board of Governors which shall be transmitted by U. S. regular or certified mail, with return receipt requested and shall set out the price, terms and conditions stipulated in said offer received and the name and address of the person making such offer; and such notice shall be deemed given as of the date of such registered or certified mailing as evidenced by the post office receipt thereof. If such Board of Governors shall not elect to purchase said apartment unit for such price and on such terms and conditions specified in said notice within thirty (30) days from date such notice is given, then such owner may sell said apartment unit to the person or persons making such offer, and in such case, it shall be the duty and obligation of said Board of Governors to certify in writing, to be duly acknowledged and in recordable form that said selling owner has complied with all the provisions hereof and that such Board of Governors has declined to purchase such apartment unit.

EXCEPTIONS. The provisions of the foregoing paragraph shall not apply with respect to any gift, sale or conveyance by an owner of his condominium unit to his spouse or to any of his issue, antecedents, siblings, or the spouse of any such person, or any one or more to them, or to the owner of any other apartment in SAND CASTLE, or to the Council, nor to any sale of an apartment owned by the Council, nor to the initial sale of each apartment by Sponsor; nor to the acquisition or sale of a condominium unit by a mortgagee herein authorized

who shall acquire title to such unit by foreclosure or by deed in lieu of foreclosure, provided, however, that the provisions of this section shall apply after resale by such mortgages and to any resale thereafter. Any apartment owner shall be free to devise his apartment by will, or to pass the same by intestacy, without compliance with the preceding paragraph.

SALES VOIDABLE. Any purported sale of an apartment in violation of the provisions hereinabove shall be voidable at the election of the Board; or at its election the Council shall have the right and option to purchase the apartment from the purchaser in any such purported sale in violation of these restrictions at the same price and upon the same terms at which such purported purchaser shall have acquired any such interest in such apartment.

CONSENT OF OWNERS TO PURCHASE APARTMENT BY BOARD. The Board shall not exercise any option hereinabove set forth to purchase any apartment without the prior approval of a majority of the owners, or such greater number as shall be specified in Bylaws of the Council.

RELEASE BY BOARD OF RIGHT OF FIRST REFUSAL. The right of first refusal above specified may be released or waived by the Board in which event the apartment together with the appurtenant interests may be sold, conveyed, free and clear of the provisions of such section.

CERTIFICATE OF TERMINATION OF RIGHT OF FIRST REFUSAL.  
A certificate executed and acknowledged by the Secretary of SAND CASTLE, stating that the provisions hereof have been met by an apartment owner, or have been duly waived by the Board and that the rights of the Council thereunder have terminated, shall be conclusive upon the Council and its Board and members in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any apartment owner who has in fact complied with said provisions or in respect to

whom the provisions of such section shall have been waived, upon request.

FINANCING OF PURCHASE OF APARTMENTS BY COUNCIL.

Acquisition of apartments by the Council may be made from the assets, if any, or on the credit of, the Council, as such, or from the common fund (if on behalf of the co-owners as such) or if such funds are insufficient, the Board may levy an assessment against each apartment owner in proportion to his ownership in the common elements, as a common charge, which assessment shall be enforceable in the same manner as provided herein; or the Board, in its discretion, may cause the Council to borrow money to finance the acquisition of such apartment, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the condominium unit, so to be acquired by the Council, or as may be required in the acquisition of Real Property above described.

MISCELLANEOUS

AMENDMENTS. This Declaration shall not be changed or amended except with the written consent of three fourths (3/4) of the total ownership of the Condominium units and the written consent of all mortgagees of such Condominium units.

NOTICES. Notices provided for in this Declaration or the Bylaws shall be in writing and shall be addressed to the Board at the address of the Board as such address may be established from time to time and in which each unit owner shall be notified. Notices to the apartment owners shall be mailed or delivered to the mailing address of their respective apartments or to such other address which any apartment owner may designate by notice thereof in writing to the Board.

SEVERABILITY. If any provisions of this Declaration or in the Bylaws attached hereto or any part thereof or the application thereof in any circumstances shall be held invalid or unenforceable, the validity or enforceability of the

Section  
amendments  
11/11/11

remainder of the Declaration or Bylaws or the application of any such provision or part thereof in any other circumstances shall not be affected thereby.

COVENANT. The provisions of this Declaration shall constitute a covenant and easement running with the land described above and shall bind Sponsor, their heirs, executors, administrators, legal representatives and assigns.

LEGAL DESCRIPTION. The legal description of each Unit shall consist of the identifying number of such Unit, and identification by Letter or other designation of the Building in which the same is situated, all as shown on and with reference to the respective condominium plats which are attached as exhibits hereto.

It is expressly agreed, and each and every purchaser of a Unit, his heirs, executors, administrators, assigns and Grantees, hereby agree, that the square footage, size and dimensions of each Unit as set out or shown in this Declaration or in said condominium plats attached as exhibits hereto, are approximate and are shown for descriptive purposes only, and that the Sponsor does not warrant, guarantee or represent that any Unit actually contains the area, square footage or dimensions shown by the Plat thereof. Each purchaser and owner of a Unit or interest therein, has had full opportunity of and is under a duty to inspect and examine the Unit purchased by him or her prior to his or her purchase thereof, and agrees that the unit is purchased as actually and physically existing. Each purchaser of a Unit hereby expressly waives any claim or demand which he may have against the Sponsor or any other person whomsoever, on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the respective plat thereof which is attached as an exhibit hereto. It is specifically agreed



that in interpreting deeds, mortgages, deeds of trust and other instruments, for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries regardless of settling, rising, or lateral movement of the building and regardless of variances between boundaries as shown on the plat and those of the buildings.

SEPARATE TAXES. Taxes, assessments and other charges of the State or of any political subdivision, or of any special improvement district, or any other taxing or assessing authority shall be assessed against and collected on each individual Unit, which shall include its fractional common elements, each of which shall be carried on the tax books as a separate and distinct entity for that purpose, and not on the property as a whole as more particularly provided for in the Act.

INTERPRETATION. If any declaration or provisions, sentence, word or clause contained in this Declaration or the By-Laws shall be susceptible to two or more interpretations, the interpretation which shall most nearly be in accord with the Act and the general purposes and intent of this Declaration and By-Laws shall govern.

OMISSIONS. In the event of the omission from this Declaration of any provision or stipulation which shall be vital, necessary or expedient for the accomplishment of the purposes and intent of this Declaration, this Declaration shall not thereby fail, in whole or in part, but any and all such omitted matter shall be supplied by inference and/or by reference to the provisions of the Act, under which this condominium regime is established, and the provisions of such Act are hereby made a part hereof by reference thereto.

PERPETUITIES. If any provision of the Declaration or By-Laws would otherwise violate the rule against perpetuities

or any other rule, statute or law imposing time limits, then notwithstanding anything herein or in said By-Laws contained to the contrary, such provision shall be deemed to remain in effect only until the death of the last survivor of the now living descendants of Bill W. Moore and/or Jean D. Moore, the Sponsor, plus twenty-one (21) years thereafter.

EXECUTED this 5th day of April, 1973.

Bill W. Moore  
Bill W. Moore

Jean D. Moore  
Jean D. Moore

SPONSOR.

THE STATE OF TEXAS  
COUNTY OF CAMERON

BEFORE ME, the undersigned authority, on this day personally appeared BILL W. MOORE AND WIFE, JEAN D. MOORE known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of April, 1973.

Ludwig J. Jatta  
Notary Public in and for  
Cameron County, Texas.

My commission expires:  
June 1, 1973.

THE STATE OF TEXAS  
COUNTY OF CAMERON

Rio Grande Building and Loan Association, a Texas corporation domiciled in Harlingen, Texas, mortgagee, acting herein by and through its duly authorized officers, hereby adopts, ratifies and confirms the foregoing Condominium Declaration and regime, and subordinates its lien thereto.

EXECUTED this the 6th day of April, A.D. 1973.

RIO GRANDE BUILDING AND LOAN ASSN.

BY Joe G. Sanders  
Vice President

THE STATE OF TEXAS  
COUNTY OF CAMERON

BEFORE ME, the undersigned authority, on this day personally appeared Joe G. Sanders, Vice President of Rio Grande Building and Loan Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of April, A.D. 1973.

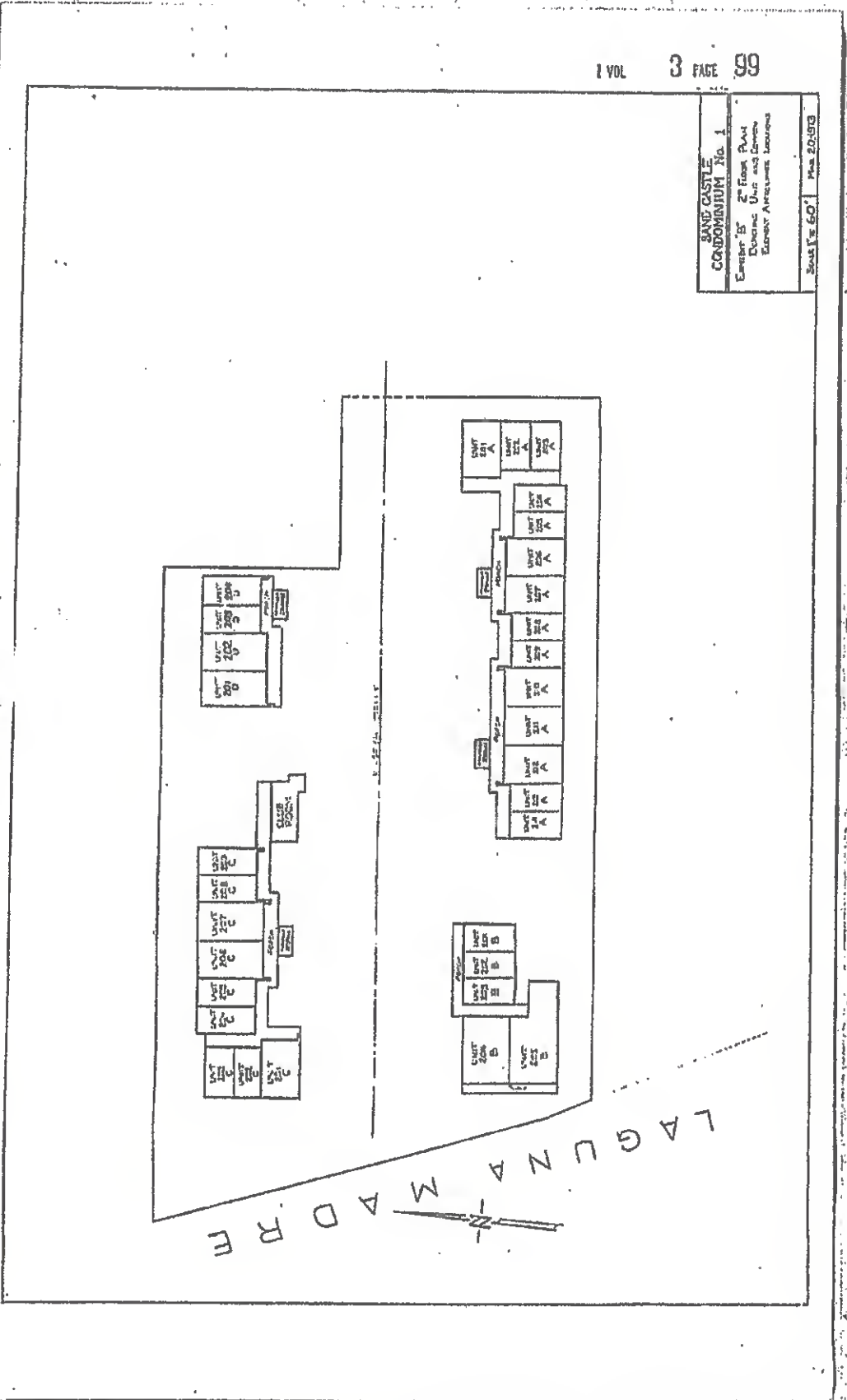
Wanna B. Lee  
Notary Public in and for  
Cameron County, Texas.

My commission expires:  
June 1, 1973.

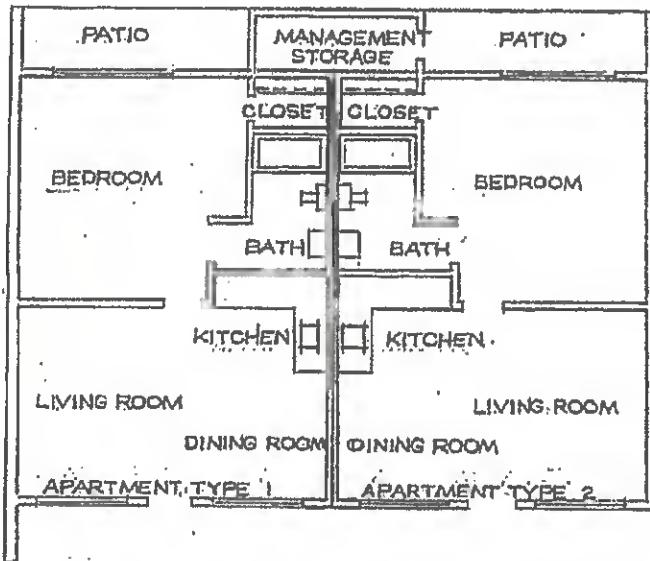




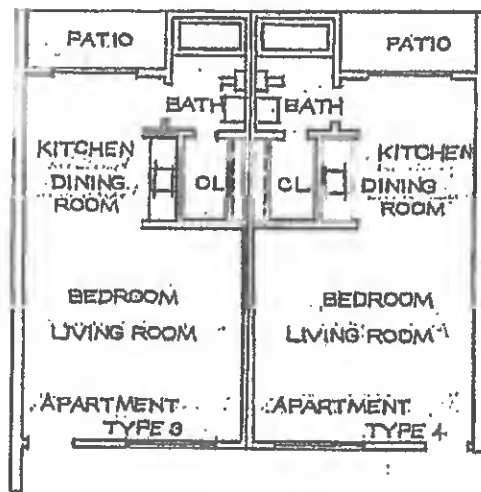
SAND CASTLE  
CONDOMINIUM No. 1  
Elevator 'B'  
2<sup>nd</sup> Floor Plan  
Existing Unit and Elevator  
Library Attachment Located  
Scale 1" = 50' Max 20-973







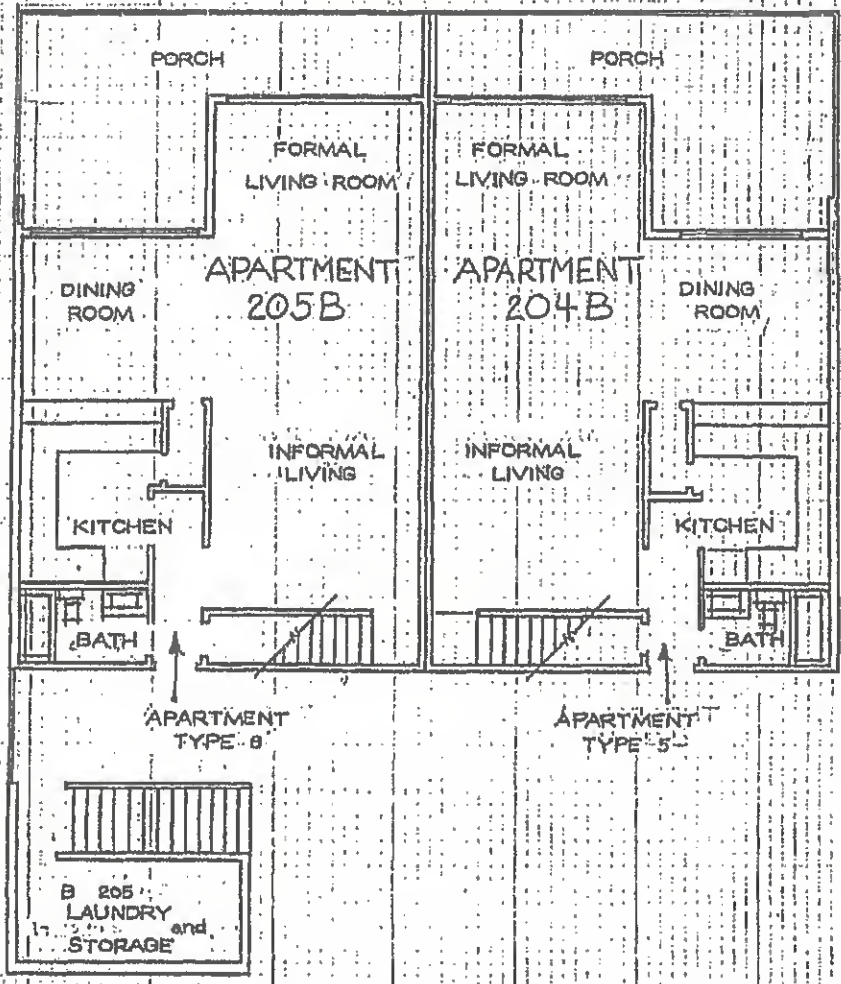
1/8" FLOOR PLAN OF TWO LARGE APARTMENT UNITS



1/8" FLOOR PLAN OF TWO SMALL APARTMENT UNITS

SCALE: 1/8" = 1'

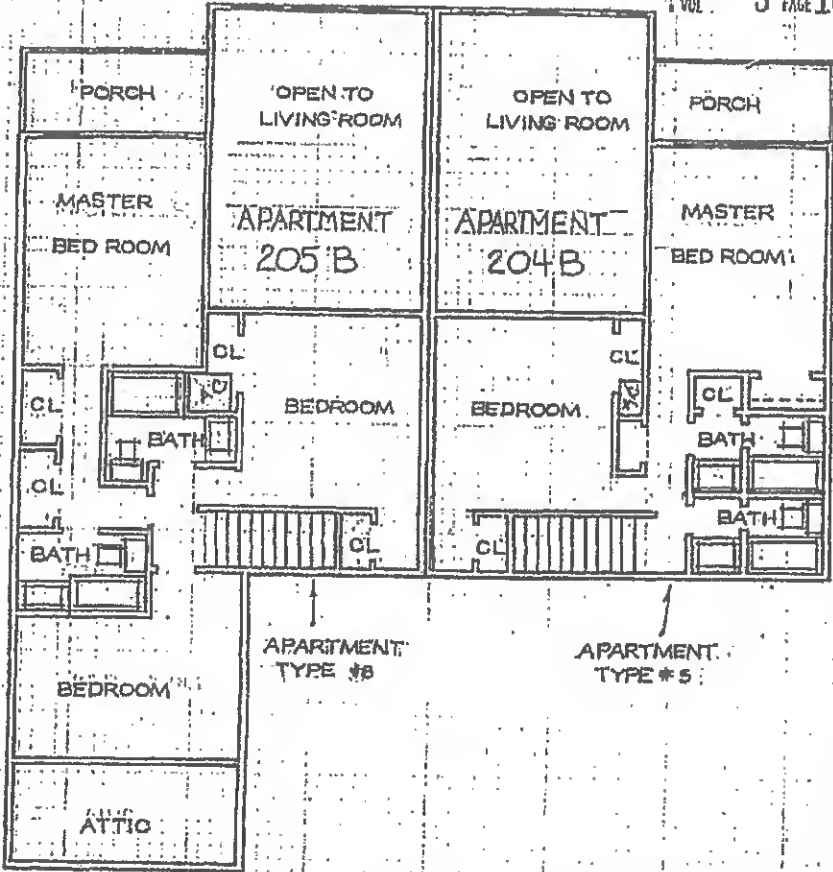
SAND CASTLE  
CONDOMINIUM NO. 1  
EXHIBIT  
"C"  
SHEET 4  
4/8/73 PRH



FIRST FLOOR PLAN APARTMENT 204 B and 205 B

SCALE: 1/8" = 1'

SAND CASTLE  
 CONDOMINIUM NO. 1  
 EXHIBIT NO. 1  
 SHEET 2  
 4/3/78 J.P.R.H.



SECOND FLOOR OF APARTMENT NOS. 204B and 205B

SAND CASTLE  
CONDOMINIUM NO. 11  
EXHIBIT "C"  
SHEET 3  
4/8/73

SCALE: 1/8" = 1'

SAND CASTLE CONDOMINIUM NUMBER 1

VOL

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EXHIBIT "D"

Building	Apartment Number	Floor Plan	Square Footage
1.	A	101 Exhibit O, Apartment Type 2	590
2.	A	102 Exhibit O, Apartment Type 3	390
3.	A	103 Exhibit O, Apartment Type 4	390
4.	A	104 Exhibit O, Apartment Type 3	390
5.	A	105 Exhibit O, Apartment Type 4	390
6.	A	106 Exhibit O, Apartment Type 1	590
7.	A	107 Exhibit O, Apartment Type 2	590
8.	A	108 Exhibit O, Apartment Type 3	390
9.	A	109 Exhibit O, Apartment Type 4	390
10.	A	110 Exhibit O, Apartment Type 1	590
11.	A	111 Exhibit O, Apartment Type 2	590
12.	A	112 Exhibit O, Apartment Type 2	590
13.	A	113 Exhibit O, Apartment Type 3	390
14.	A	114 Exhibit O, Apartment Type 4	390
15.	A	201 Exhibit O, Apartment Type 2	590
16.	A	202 Exhibit O, Apartment Type 3	390
17.	A	203 Exhibit O, Apartment Type 4	390
18.	A	204 Exhibit O, Apartment Type 3	390
19.	A	205 Exhibit O, Apartment Type 4	390
20.	A	206 Exhibit O, Apartment Type 1	590
21.	A	207 Exhibit O, Apartment Type 2	590
22.	A	208 Exhibit O, Apartment Type 3	390
23.	A	209 Exhibit O, Apartment Type 4	390
24.	A	210 Exhibit O, Apartment Type 1	590
25.	A	211 Exhibit O, Apartment Type 2	590
26.	A	212 Exhibit O, Apartment Type 2	590
27.	A	213 Exhibit O, Apartment Type 3	390
28.	A	214 Exhibit O, Apartment Type 4	390
29.	B	101 Exhibit O, Apartment Type 3	390
30.	B	102 Exhibit O, Apartment Type 4	390
31.	B	103 Exhibit O, Apartment Type 3	390
32.	B	104 Exhibit O, Apartment Type 2	590
33.	B	105 Exhibit O, Apartment Type 4	390
34.	B	106 Exhibit O, Apartment Type 3	390
35.	B	201 Exhibit O, Apartment Type 3	390
36.	B	202 Exhibit O, Apartment Type 4	390
37.	B	203 Exhibit O, Apartment Type 3	390
38.	B	204 Exhibit O, Apartment Type 5	1,450
39.	B	205 Exhibit O, Apartment Type 6	1,650
40.	C	101 Exhibit O, Apartment Type 2	590
41.	O	102 Exhibit O, Apartment Type 3	390
42.	O	103 Exhibit O, Apartment Type 4	390
43.	O	104 Exhibit O, Apartment Type 3	390
44.	O	105 Exhibit O, Apartment Type 4	390
45.	O	106 Exhibit O, Apartment Type 1	590
46.	O	107 Exhibit O, Apartment Type 2	590
47.	O	108 Exhibit O, Apartment Type 3	390
48.	O	109 Exhibit O, Apartment Type 4	390
49.	O	201 Exhibit O, Apartment Type 2	590
50.	O	202 Exhibit O, Apartment Type 3	390
51.	O	203 Exhibit O, Apartment Type 4	390

	Building	Apartment Number	Floor Plan	Square Footage
52.	C	204	Exhibit C, Apartment Type 3	390
53.	C	205	Exhibit C, Apartment Type 4	390
54.	C	206	Exhibit C, Apartment Type 1	590
55.	C	207	Exhibit C, Apartment Type 2	590
56.	C	208	Exhibit C, Apartment Type 3	390
57.	C	209	Exhibit C, Apartment Type 4	390
58.	D	101	Exhibit C, Apartment Type 1	590
59.	D	102	Exhibit C, Apartment Type 2	590
60.	D	103	Exhibit C, Apartment Type 3	390
61.	D	104	Exhibit C, Apartment Type 4	390
62.	D	201	Exhibit C, Apartment Type 1	590
63.	D	202	Exhibit C, Apartment Type 2	590
64.	D	203	Exhibit C, Apartment Type 3	390
65.	D	204	Exhibit C, Apartment Type 4	390

EXHIBIT "E"

SAND CASTLE NUMBER ONE  
COUNCIL OF CO-OWNERS  
BYLAWS

SECTION 1. MEMBERS

1.1 MEMBERS. Each person who shall be the owner and holder of record of the legal title to a condominium unit located in or on the following described property (sometimes hereinafter referred to as "real property"), situated in South Padre Island, Cameron County, Texas, to-wit:

Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7), in Block Number Sixty-Six (66), and Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) & Eight (8), in Block Number Sixty-Five (65), PADRE BEACH SUBDIVISION, SECTION V, Cameron County, Texas, according to Map or Plat thereof recorded in Volume 14, Page 68, Map Records of Cameron County, Texas.,

shall for the duration of such ownership be a member of Sand Castle Council of Co-Owners, save and except that any lien-holder 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 record of the legal title of a portion of the subject property and shall not by reason of any such interest owned or held or acquired by them be or become a member of Sand Castle Council of Co-Owners, provided, however, that the purchaser at a judicial or trustee's sale shall be deemed to be an owner for all purposes.

1.2 VOTING RIGHTS. Each member of the Council shall have such voting rights as are set forth in the Declaration for Establishment of Condominium Regime for Sand Castle Number One of South Padre Island, Texas, filed for record in the records of the County Clerk of Cameron County, Texas, which is hereby incorporated by reference herein as fully as if set forth at length at this point.

1.3 ANNUAL MEETING. An annual meeting of the members of the Council shall be held at 2:00 P.M. on the third Saturday in May each year at such place within Cameron County, Texas, as shall be designated for such purpose in a notice of the meeting; but if no notice be given, or if no other place be designated, then such meeting shall be held at the Sand Castle Condominium.



1.4 NOTICE. No notice of any annual or regular meeting of the members of the council shall be required, but such notice of any such meeting as the Board of Governors or the President may deem advisable may be given.

SECTION 2. GOVERNORS

*Amended*

~~2.1 NUMBER. The number of governors of the Council shall not exceed five (5). A majority of the members of the Board of Governors shall at all times be persons directly or indirectly owning or having an ownership interest in an apartment which is part of the subject property.~~

2.2 ELECTION. The Council of co-owners at their first annual meeting shall elect five (5) governors, to serve as the Board of Governors as hereinafter provided. Thereafter, the council shall elect the number of governors required to fill vacancies of governors whose terms have been forfeited, vacated, expired or who have resigned. The initial Board of Governors prior to the first annual meeting of the Council of Co-Owners shall consist of Bill W. Moore and four (4) other persons duly appointed by him.

*Amended*

~~2.3 CLASSIFICATION OF GOVERNORS. The entire Board of Governors shall at all times be divided as nearly equally as possible into three classes. One such class shall be elected each year to serve for a term of three (3) years. The initial Board of Governors shall be divided into classes by the drawing of straws, or such other means as they may deem advisable, with one class consisting of one (1) governor to be designated to serve for a term of three (3) years and one class consisting of two (2) governors to be designated to serve for a term of two (2) years, and the remaining class consisting of two (2) governors to serve for a term of one (1) year. Thereafter, the member of each respective class shall be elected for three year terms upon the expiration of his or her respective initial term of office.~~

2.4 QUALIFICATIONS. Subject to the provisions of Paragraph 2.1 above, governors need not be members of the Council.



*Amended*

2.5 MEETINGS. An annual meeting of the Board of Governors shall be held each year immediately following the adjournment of the annual meeting of the members, and at the same place as the annual meeting of the members; and no notice of such annual meeting of the Board of Governors shall be required. Special meetings of the Board of Governors may be called by any governor or by the President, and shall be held at such time and place as shall be specified in the notice given of such meeting, provided that no meetings shall be held outside Cameron County, Texas. No particular form of notice shall be required for the calling and holding of a special meeting of the Board of Governors, provided that actual notice thereof shall have been given to each governor in advance of a time of such meeting. Absent actual notice, proper notice shall be deemed to have been given of any special meeting of the Board of Governors 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 not less than five (5) days preceding the date of the meeting.

2.6 MANAGEMENT. The business affairs and property of the Council shall be managed and controlled by the Board of Governors. The Board of Governors shall have the duty to maintain, operate, repair, and replace the general and limited common elements as described in the Declaration referred to herein, to administer the common surplus, if any, and to perform such other duties as shall be appropriate to the management of the subject property for the use, enjoyment and benefit of the members of the council in accordance with the terms and provisions of the Declaration referred to herein, and they are expressly given full powers not inconsistent with these bylaws, and the Declaration referred to herein which is filed in the Records of the County Clerk of Cameron County, Texas, and applicable provisions of law, to accomplish such purpose.

2.7 AUTHORITY. The Board of Governors shall have power to make rules for their own government and for the government of the council to prescribe and enforce penalties for violations

of the rules and bylaws of the council; to assess and fix charges to be levied against the members of the council; and to exercise such other powers as may be necessary or proper to attain the object of the council. The Board of Governors shall have authority to create committees and specify the duties of any committee so created.

2.8 EMPLOYEES. The Board of Governors shall have responsibility and authority to employ such employees as the affairs of the council shall require, and may delegate to any such employee so much of its authority as it shall deem advisable. The Board of Governors may engage the services of a Managing Agent who shall manage and operate the general common elements for the members of the council, upon such terms and for such compensation and with such specific duties and authority as the Board of Governors may approve and delegate to such Managing Agent. The compensation paid to such Managing Agent shall be deemed to be a part of the common expenses for which the members shall be assessed. The Board of Governors shall likewise have power for any cause they deem sufficient to discharge any or all employees, including the Managing Agent, of the council and may delegate their authority to do so to any officer or committee of the council.

*Amended*

~~2.9 REMOVAL. Any governor, except the Sponsor so long as Sponsor owns an apartment unit, may be removed from office at any special or annual meeting of the council of co-owners, by vote of 50% of the votes entitled to be cast at said meeting.~~

SECTION 3. OFFICERS

3.1 The officers of the council shall consist of a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Governors at its annual meeting. The Board of Governors shall have full authority to remove any officer of the council from office by the vote of a majority of the members of the entire Board at any time; and the election of each officer of the council shall be subject to such power of the Board of Governors.

3.2 The duties of the officers of the council shall be as follows:

- a. The President shall be the chief executive officer of the council. He shall preside at all meetings of the council and governors and be responsible for the carrying out of their decisions in the administration of the affairs of the council. The President shall also execute contracts, conveyances and other documents on behalf of the council.
- 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.
- c. The Secretary shall issue notices of governors' and members' meeting if so directed by the party calling the meeting, and shall be responsible for the council minutes and records. 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 to ten (10) days prior to such meeting shall be kept on file at the office of the council and shall be subject to inspection by any member at any time during usual business hours. The Board of governors may, if it 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 it is inconvenient for him to act. Any third person dealing with the council may presume conclusively that any Assistant Secretary acting in the capacity of the Secretary was duly authorized so to act.

d. The Treasurer shall be responsible for the custody of council funds and securities and the keeping of adequate books of account. The Board of Governors may, from time to time, if it 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 the Treasurer, was duly authorized to do so. The 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.

SECTION 4. ASSESEMENTS

4.1 The Board of Governors shall have full power and authority to assess or charge the members of the council for funds required for the performance of its objectives and purposes as set forth in the Declaration referred to herein. 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 in cash at the Bank designated as depository by the Board of Governors.

4.2 Assessments may be levied and assessed upon members of the council according to schedules adopted by the Board of Governors from time to time as required for sound fiscal management of the condominium.

See Amendment 5  
adding  
3.3  
3.4  
3.5

4.3 The Board of Governors shall also fix and determine the charges, 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.

*Amended*

~~4.4 Assessments levied by the Board of Governors upon members of the council which are paid on or before ten (10) days after date when due shall not bear interest, but all sums not paid on or before ten (10) days after date when due shall bear interest at the rate of ten per cent (10%) per annum from the date when due until paid. All payments upon accounts shall all be first applied to interest and then to the assessment payment first due, but in no event will assessments be allowed to remain past due in excess of ninety (90) days.~~

4.5 No member who is delinquent in the payment of any assessment, charge, fee or other sum due from such member to the council, shall be entitled to vote as a member of the council upon any matter, unless and until all such delinquent sums shall have been paid in full.

**SECTION 5. AMENDMENTS**

5.1 These bylaws may be amended at any annual, regular or special meeting of the Board of Governors by a majority vote of the entire board, subject to the approval of the members by a vote of a majority of the votes present and entitled to vote cast by members of the council at a meeting duly called at which a quorum is present, provided that no amendment inconsistent with the provisions of applicable law, or the Declaration for Establishment of Condominium Regime for Sand Castle of South Padre Island, Texas, shall be valid.

**SECTION 6. QUORUM AND ACTION BY MEMBERS.**

6.1 Except as otherwise provided in these bylaws, members holding at least fifty per cent (50%) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. Unless otherwise required by law, by the Declaration described above or by these bylaws, the vote of the majority of the votes entitled to be cast by the members present, or represented by

7.3 The first meeting of the Council of Co-owners shall be held on a date to be determined by a majority of the Co-owners. Thereafter meetings shall be held annually, with such meetings being held on the first Saturday of May of each succeeding year. At the first meeting, and at the first of such meetings held each and every succeeding year, there shall be elected by ballot of those present, a Board of Governors in accordance with the provisions of Section 5, Article IV of these By-Laws. The Co-owners may also transact such other business of the Council of Co-owners as may properly be brought before them.

7.2 Meetings of the Council of Co-owners shall be held at suitable place convenient to the Co-owners as may be designated by such Council or by the Board of Governors.

~~7.1 The Co-owners of the residential units will constitute the Council of Co-owners who will have the responsibility, which shall be performed and discharged through the Board of Governors of administering the project, approving the annual budget, establishing and collecting the monthly or other periodical assessments, as well as any special or other assessments levied by the Board of Governors pursuant to authority granted to it, and arranging for the management of the project by an agent in the event the Council of Co-owners shall elect not to manage the project themselves, which arrangement shall be under a written agreement setting forth all the terms and conditions under which such Management Agent shall manage the project, including terms as to the duties, obligations, removal and compensation of the Management Agent. Except as otherwise provided, decisions and resolutions of the Council of Co-owners shall require approval of a majority of the Co-owners.~~

*Amended*

SECTION 7. ADMINISTRATION.  
 proxy, at a meeting shall be the act of the members meeting.

3 MAY 112 1001

7.4 It shall be the duty of the President to call a special meeting of the Council of Co-owners as directed by resolution of the Board of Governors, or upon a petition signed by a majority of the Co-owners having been presented to the Secretary. The notice of any special meeting shall be mailed to each Co-owner as hereinafter provided, and shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting which is not stated in the notice unless the Co-owners present, either in person or by proxy, approve the transaction of such business.

7.5 It shall be the duty of the Secretary to mail a notice of each regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Co-owner of record, at least ten, but not more than thirty days prior to such meeting. Such notice shall be mailed to each of such Co-owners at the last known address of such Co-owner by certified mail, return receipt requested. The mailing of a notice in this manner shall be considered notice served.



7.6 If any meeting of Co-owners cannot be organized because a quorum has not attended, the Co-owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 24 hours from the time the original meeting was called; however, the place of such meeting must remain as stated in the notice.

7.7 The order of business at all meetings of the Council of Co-owners shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of last meeting and approval or disapproval of same.
- (d) Reports of officers.
- (e) Reports of committees, if applicable.
- (f) Election of member or members of Board of Administration, if applicable.
- (g) Unfinished business.
- (h) New business.

END 3 PAGE 114

SECTION 8. COMPLIANCE.

These by-laws are set forth to comply with the requirements of the Texas Condominium Act and the provisions of said Enabling Declaration. In case these By-Laws conflict with the provisions of the said Act or said Enabling Declaration, it is hereby agreed and accepted that the provisions of the Act and said Enabling Declaration shall govern.

SECTION 9. DECLARATION

9.1 This Council shall at all times be subject to, and operated in conformity with, the terms of the Declaration for Establishment of Condominium Regime for Sand Castle of South Padre Island, Texas, recorded in the Condominium Records of Cameron County, Texas, which are incorporated as a part hereof.

*Bill W. Moore*  
Bill W. Moore

*Jean D. Moore*  
Jean D. Moore  
SPONSORS

↓  
See Amendments adding  
10.1  
11.1

6272

BILL W. MOORE, ET UX.  
JEAN D. MOORE

TO  
THE PUBLIC

DECLARATION FOR ESTABLISHMENT  
OF CONDOMINIUM REGIME FOR  
SAND CASTLE NUMBER ONE  
SOUTH PADRE ISLAND, TEXAS  
WITH EXHIBITS A, B, C, D & E

FILED FOR RECORD  
AT 2:30 O'CLOCK

APR 6 1973

J. H. DILTZ  
County Clerk, Cameron County, Texas  
BY [Signature]

Ret.

ROBERTY & HURT  
ATTORNEYS AT LAW  
SUITE 403  
BROWNSVILLE, TEXAS 77802

47 22307

STATE OF TEXAS  
COUNTY OF CAMERON  
I hereby certify that this instrument was FILED FOR  
RECORD on the date and at the time stamped herein by me,  
and was duly RECORDED on the date and at the time hereby  
shown, in the Vol. and page or pages of the CONDOMINIUM RECORDS  
Books of Cameron County, Texas, as numbered herein by me.

Month \_\_\_\_\_ Day \_\_\_\_\_ of \_\_\_\_\_ 1973  
J. H. DILTZ, County Clerk  
Cameron County, Texas  
By \_\_\_\_\_ Deputy

---

Document Number: 2008-49059  
Recorded As : ELECTRONIC RECORDING

Recorded On: October 29, 2008  
Recorded At: 02:58:21 pm  
Number of Pages: 35  
Book-VI/Pg: Bk-OR VI-15521 Pg-255  
Recording Fee: \$148.00

**Parties:**

Direct- SAND CASTLE III CONDOMINIUMS  
Indirect- THE PUBLIC

Receipt Number: 446832  
Processed By: Lamar Cantu

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\*\*\*\*\* 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.



A handwritten signature in black ink, appearing to be "J. S. Li".



6. The Units and other areas of the Project are more particularly described in Exhibits B and C, which are attached to this Declaration and incorporated herein by reference. The Owners each have an undivided interest in the remaining property of the Project (referred to as the "Common Elements"), which is also more particularly described in Exhibits B and C. Exhibit D sets forth the allocation to each Unit of (a) the percentage of undivided interests in the common elements of the condominium, (b) the percentage of undivided interests in the common expenses of the Association, and (c) the portion of votes in the Association. The formula for calculating the allocated interest of the Units as set forth on Exhibit "D" is a fraction, the numerator of which is 1 and the denominator of which is the total number of Units in the Condominium.

7. SAND CASTLE III CONDOMINIUMS is physically located adjacent to the Sand Castle condominium regime and the Sand Castle II condominium project. Because of the unique proximity and similar design of all three projects, the parties consider that the mutual use and enjoyment of amenities and common maintenance of the common elements of all three projects, with an equitable division of the ongoing expenses, will be beneficial to all three projects, and this declaration is intended to accomplish that goal. For the mutual benefit of all three projects, the projects intend to operate as if there were only one association, and this declaration and attached by-laws shall be liberally interpreted to accomplish that goal and intent. In the future, the associations intend to merge and become one association.

8. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

## ARTICLE 1

### DEFINITIONS

1.01. ARTICLES mean the Certificate of Formation of the Association that were filed in the Office of the Secretary of State of the State of Texas on October 1, 2008, Filing Number 801041277.

1.02. ASSOCIATION means the CONDOMINIUMS AT SAND CASTLE III ASSOCIATION OF CO-OWNERS, INC., a nonprofit corporation organized pursuant to the Texas Business Organizations Code for the management of the Project, the membership of which consists of all of the Owners in the Project.

1.03. BOARD means the Board of Directors of the Association.



1.04. BYLAWS means the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board. The initial Bylaws are set forth in Exhibit A, which is attached and incorporated by reference.

1.05. CONDOMINIUM means the separate ownership of single units in a multiple-unit structure or structures with common elements.

1.06. COMMON ELEMENTS mean all elements of the Project except the separately owned Units, and includes both general and limited common elements.

1.07. DECLARANT means CRAIG SPARLING and wife, CHRISTINA SPARLING, a Texas Corporation and its successors and assigns.

1.08. DECLARATION means this Declaration document and all that it contains.

1.09. GENERAL COMMON ELEMENTS mean all the Common Elements except the Limited Common Elements.

1.10. GOVERNING INSTRUMENTS mean the Declaration, and the Articles of Incorporation and Bylaws of the Association.

1.11. LIMITED COMMON ELEMENTS mean the Common Elements allocated for the exclusive use of one or more but less than all of the Units.

1.12. MANAGER means the person or corporation, if any, appointed by the Board to manage the Project.

1.13. OWNER(S) means any person that owns a Unit within the Project.

1.14. PERSON means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

1.15. PROJECT means the entire parcel or the Property described above, including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium. The Project shall be divided into no more than Four (4) Units.

1.16. RULES mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declaration.

1.17. UNIT means a physical portion of the condominium designated by Exhibits B and C for separate ownership and occupancy.

1.18. SC shall refer to the Sand Castle Number One Condominium project and its Council of Co-Owners consisting of all of the owners of condominiums and whose members own all of the following described real property (herein sometimes referred to as "Sand Castle Condominiums") located in the Town of South Padre Island, Cameron County, Texas, to-wit:

**DECLARATION - PAGE 3**

All of SAND CASTLE NUMBER ONE CONDOMINIUM, on South Padre Island, Cameron County, Texas, according to the Declaration for Establishment of Condominium Regime of record in Volume 3, Page 69, Condominium Records, and amendments thereafter in Volume 1431, Page 232, in Volume 1431, Page 241, and in Volume 4485, Page 62, Official Records of Cameron County, Texas, together with all of the general common elements pertaining to said Condominium Regime which common elements include the following real property on which the project is situated:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7), Block Sixty Six (66); Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), Block Sixty-Five (65), PADRE BEACH SUBDIVISION, Section V, Cameron County, Texas, according to the map recorded in Volume 14, Page 68, Map Records of Cameron County, Texas.

1.19. SC II shall refer to the Sand Castle II Condominiums project and its Association of Co-Owners consisting of all of the owners of condominiums and whose members own all of the following described real property (herein sometimes referred to as "Sand Castle II Condominiums") located in the Town of South Padre Island, Cameron County, Texas, to-wit:

All of SAND CASTLE II CONDOMINIUMS, on South Padre Island, Cameron County, Texas, according to the Declaration of Sand Castle II Condominiums dated October 17, 2008, filed on October 29, 2008, in Volume 15520, Page 157, of the Official Public Records of Cameron County, Texas, together with all of the general common elements pertaining to said Condominium Regime which common elements include the following real property on which the project is situated:

Lot Number Nine (9), Block Number Sixty-Six (66), PADRE BEACH, SECTION V, a Subdivision in the Town of South Padre Island, Cameron County, Texas, according to the Map or Plat thereof recorded in Volume 14, Page 68, Map Records of Cameron County, Texas.

1.20. OFFICE shall refer to the Unit designated as "Office" on Exhibit C attached to the Declaration of Sand Castle II Condominium.

1.21. EASEMENT AND MAINTENANCE AGREEMENT shall refer to the Easement and Maintenance Agreement Between Condominium Associations dated October 17, 2008, entered into by and between SAND CASTLE COUNCIL OF CO-OWNERS, INC., a Texas non-profit corporation, CONDOMINIUMS AT SAND CASTLE II ASSOCIATION OF CO-OWNERS, INC., a Texas non-profit corporation and CONDOMINIUMS AT SAND CASTLE III ASSOCIATION OF CO-OWNERS, INC., a Texas non-profit corporation.

## ARTICLE 2

### THE PROPERTY

2.01. All the real property described above in this declaration, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property (referred to as the "Property") shall be subject to this Declaration.

2.02. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of the Unit shall be and are the interior surfaces of the perimeter walls, floors, ceilings, and the exterior surfaces of balconies and terraces. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other finish surface materials are a part of the Unit. An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized for or serve more than one Unit, or any portion of any fire sprinkler system running through an Owner's Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit.

Each Owner agrees that the square footage, size and dimensions of each Unit as set out and shown in this Declaration and the Exhibits attached hereto are approximate, are shown for descriptive purposes only and that the Declarant does not warrant, represent or guarantee that any Unit actually contains the area, square footage or dimensions shown in the Exhibits. Each purchaser and Owner of a Unit is under a duty to inspect and examine the Unit to be purchased by him prior to such purchase, and agrees that such inspection and examination has been made and that the Unit is purchased as actually and physically existing. Each purchaser of a Unit hereby expressly waives any claim or demand which he may have against the Declarant on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the Exhibits attached hereto.

2.03. Each Owner shall be entitled to the undivided interest in the Common Elements as described in Exhibit D. The fraction or percentage of the undivided interest of each Owner in the Common Elements, as expressed in this Declaration and in Exhibit D, shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended, duly recorded Declaration. The fraction or percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached on.

2.04. The Common Elements designated as Limited Common Elements in Exhibits B and C are reserved for the exclusive use of the Owners of the Units to which they are appurtenant. The Unit number to which each Limited Common Element is appurtenant is set out on Exhibits B and C. The Limited Common Elements in SAND CASTLE III CONDOMINIUMS include the patios/balconies appurtenant to the Units as shown on Exhibits B and C.

2.05 The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

2.06. Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

2.07. The Association may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

2.08. None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

2.09. Declarant has reserved (i) the right to complete and make improvements indicated on the Plats and Plans (as such terms are defined in the Act); (ii) the right to maintain sales offices, management offices and models in units or on the common elements; (iii) the right to maintain advertising signs or directional signs on the Project to advertise the Project Condominium; (iv) the right to use, and to permit others to use, easements through the common elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act or the Declaration; and (v) the right to amend this Declaration to file new "as built" Exhibits after completion of construction.

2.10. Each Owner shall have and enjoy the rights to use the amenities described in the Easement and Maintenance Agreement and shall be bound by all terms, covenants and provisions of the Easement and Maintenance Agreement. The rights, easements, and obligations set out in the Easement and Maintenance Agreement shall be appurtenant to and shall pass with the title to each Unit. In accordance with the Easement and Maintenance Agreement, each Owner shall have the right to use the common areas, swimming pools, bayfront facilities and trash facilities of SC and SC II. The Easement and Maintenance Agreement further provides that SC will provide management and maintenance services to physically maintain the Common Elements of SAND CASTLE III CONDOMINIUMS. The Association shall have the right to make regular payments to SC to pay for the maintenance services provided by SC. Such payments to SC shall be a common expense assessed to the Owners as provided in this Declaration, and may

include special assessments levied by SC. The Association shall include in its annual budget all costs and expenses that will be incurred in making such payments to SC.

2.11. Notwithstanding any contrary term or provision of this Declaration, SAND CASTLE III CONDOMINIUMS shall be operated jointly with SC and SC II, as if there were only one association for all three projects, and this Declaration shall be liberally interpreted to accomplish that goal and intent. The terms and provisions of the Easement and Maintenance Agreement are incorporated by reference into this Declaration and shall control in the event of any conflict with the terms of this Declaration.

2.12. It is intended that the Unit designated as Office in SC II shall be used as the office for the condominium.

2.13. The Units in the project shall have and be entitled to an aggregate undivided 4/73rds interest in the Office Unit. The undivided interest of each Owner in Office shall have a permanent character and shall not be altered without the consent of all Owners and the holders of any mortgages on any Unit. Each undivided interest in Office shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. The aggregate undivided 4/73rds interest in the Office Unit will be divided equally among the number of Sand Castle III Units that are built, i.e. 1/73rd per unit if four units are built, 4/219ths per unit if three units are built, 2/73rds per unit if two units are built and 4/73rds per unit if one unit is built. It is intended that the Office will be used as the operation of all three projects (SC, Sand Castle III and SC II) if SC purchases the remaining 65/73rds of Office from Declarant as described in the Easement and Maintenance Agreement.

*Belinda  
A. Jones  
filed  
11/22/17*

2.14. The Association here by authorizes the purchase of an undivided interest in the 0.51 acres of land known as Kingfish Street lying between Blocks 65 and 66, Padre Beach Section V, Town of South Padre Island, Cameron County, Texas. The terms of the purchase are set out in Section H of the Easement and Maintenance Agreement. If SC decides or votes to buy the right-of-way, Sand Castle III shall join in the petition to the Town of South Padre Island to close the right-of-way, appraise the property, and then purchase it for the appraised value in the following undivided interests: SC 65/73rds, SC II 4/73rds and Sand Castle III 4/73rds. The Owners in Sand Castle III Condominium will be equally assessed and become obligated to pay an aggregate 4/73rds of the appraised value to purchase the right-of-way, divided equally among the number of Sand Castle III Units that are built, i.e. 1/73rd per unit if four units are built, 4/219ths per unit if three units are built, 2/73rds per unit if two units are built and 4/73rds per unit if one unit is built.

### ARTICLE 3

#### UNIT OWNERS ASSOCIATION

3.01. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name CONDOMINIUMS AT SAND CASTLE III ASSOCIATION OF CO-OWNERS, INC., is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Certificate of Formation and Bylaws.

3.02. Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. On the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a member.

3.03. The Owner of each Unit is entitled to a fraction or percentage of the total vote equal to the interest that the Owner's Unit bears to the entire Project as assigned in Exhibit D. If a Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed total vote assigned to the Unit.

3.04. Meetings of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.

3.05. The Association shall have all of the powers allowed by TUCA, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to, the following:

(a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.

(b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property.

(c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner.

(d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:

(i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.

(ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

(iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.

(iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

(e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.

(f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.

(g) The power to enter into the Easement and Maintenance Agreement with SC and SC II as described in Section 2.10 of this Declaration, and the power to delegate maintenance responsibilities to SC to manage and physically maintain the Common Elements of SAND CASTLE III CONDOMINIUMS.

3.06. The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Association. The Board shall elect officers, which shall include a President, Treasurer, Secretary, and such other officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.

3.07. In addition to the duties delegated to the Association or to SC or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following, and hereby delegates all of the following duties and powers to SC:

(a) Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include, but shall not be limited to, exterior painting, maintenance, repair, and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(b) Acquisition of and payment from the maintenance fund for the following:

(i) Water, sewer, garbage, electrical, telephone, gas, elevator, and other necessary utility service for the Common Elements and, to the extent not separately metered and charged, for the Units.

(ii) A policy or policies of fire insurance with extended coverage endorsement, to include flood and windstorm insurance, for no less than eighty (80%) percent of the replacement value of the Units and Common Elements payable as provided in Article 6 of this Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and



their mortgagees, as their respective interests may appear. Such insurance shall additionally insure the fixtures, improvements, appliances and other property located within a Unit that was originally installed by Declarant.

(iii) A policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 aggregate limits. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion, provided, however, that the said limits and coverage shall never be of fewer kinds or lesser amounts than those set forth in this Paragraph. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement in which the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.

(iv) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(v) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.

(vi) Legal and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.

(c) Preparation and distribution, on a regular basis, of financial statements to the Owners in accordance with the following:

(i) A pro forma operating statement for each fiscal year shall be distributed not less than thirty (30) days before the beginning of the fiscal year.

(ii) A balance sheet, as of an accounting date that is the last day of the month closest in time to six months from the date of closing of the first sale of a Unit in the Project, and an operating statement for the period from the date of the first closing to the accounting date shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the numbers of the Project Units and the names of the persons assessed.

(iii) A balance sheet as of the last day of the Association's fiscal year and an operating statement for the fiscal year shall be distributed within 90 days after the close of the fiscal year.

(d) Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:

(i) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project.

(ii) Minutes of proceedings of Owners, Board of Directors, and Committees to which any authority of the Board of Directors has been delegated.

(iii) Records of the names and addresses of all Owners with voting rights.

(iv) Plans and specifications used to construct the Project.

(v) The condominium information statement given to all Owners by the Declarant before sale.

(vi) Voting records, proxies, and correspondence relating to declaration amendments.

(e) Arrangement for an audit of all books and records of the Association, as may be required by law.

3.08. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's powers and duties shall include, but shall not be limited to, the following:

(a) Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.

(b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.

(c) Contracting for casualty, liability, and other insurance on behalf of the Association.

(d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association, including but not limited to the Easement and Maintenance Agreement described in Section 2.10 of this Declaration.

(e) Delegation of its powers to SC or to such committees, officers, or employees of the Association as are expressly authorized by the Governing Instruments.

(f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.

(g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.

(h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.

(i) Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

(j) Authorize any maintenance, removal, replacement or repairs of the swimming pool deck or swimming pool equipment; including the power to establish, fix, levy and assess the Owners for the expense of such work.

3.09. Notwithstanding the powers set forth in Paragraph 3.10 of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Association residing in the Owners:

(a) Entering into (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one year, except for the Easement and Maintenance Agreement and/or a management contract approved by the Federal Housing Administration or Veterans' Administration; (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of not more than three (3) years' duration, provided that the policy provides for short-rate cancellation by the insured.

(b) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of five (5 %) percent of the budgeted gross expenses of the Association for that fiscal year.

(c) Selling during any fiscal year property of the Association having an aggregate fair market value in excess of five (5 %) percent of the budgeted gross expenses of the Association for that fiscal year.

(d) Paying compensation to Directors or to officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying out the business of the Association.

3.10. Declarant Control. Notwithstanding any other provisions of this Declaration or the Bylaws, the Declarant shall have and retain the power to appoint and remove officers and members of the Board until the 120th day after Declarant has conveyed seventy-five (75%) percent of the Units in the Project to Owners other than Declarant, except that, no later than the 120th day after Declarant's conveyance of fifty (50%) percent of the Units to Owners other than a Declarant, no less than one third of the Board members shall be elected by Owners other than Declarant. From the date of the initial regular assessment, until the Declarant control terminates, the Declarant shall periodically pay to the Association (1) an amount equal to all operational expenses of the Association, less the

operational expense portion of the Assessments paid by Unit Owners other than Declarant; or (2) the common expense liability allocated to each Unit owned by Declarant.

## ARTICLE 4

### ASSESSMENTS

4.01. The Declarant covenants and agrees for each Unit owned by it in the Project, except the Office Unit, and each Owner by acceptance of the deed to such Owner's Unit (other than Office) is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration, including the regular or special assessments levied or charged by SC to perform its duties under this Declaration and the Easement and Maintenance Agreement. All moneys collected shall be put into a maintenance fund maintained by SC to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association as described in this Declaration and in the Easement and Maintenance Agreement. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

4.02. Regular assessments shall be made in accordance with the following. Within thirty (30) days prior to the beginning of each calendar year, SC, by and through its Board of Governors, shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. Regular assessments may be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The estimated cash requirement shall be assessed to each Owner according to the fraction set forth on Exhibit D. The Owners in Sand Castle III Condominium will be equally assessed and become obligated to pay an aggregate  $\frac{4}{73}$  of the total combined budget of SC, SC II and Sand Castle III, divided equally among the number of Sand Castle III Units that are built, i.e.  $\frac{1}{73}$  per unit if four units are built,  $\frac{4}{219}$  per unit if three units are built,  $\frac{2}{73}$  per unit if two units are built and  $\frac{4}{73}$  per unit if one unit is built. Each Owner is obligated to pay assessments to SC in equal monthly installments on or before the first day of each month, or at the option of SC, the assessments may be billed and shall be due and payable in quarterly installments. The fraction or percentage of the undivided interest of each Owner in the common elements shall be set out in Exhibit D attached to this Declaration and shall be amended by Declarant upon completion of construction to reflect the number of units built and the allocation of the undivided interest.

4.03. Special assessments shall be made in accordance with the following. If SC or the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be allocated, levied and collected in the same manner as regular assessments.

4.04. The Board may not, without the approval of a majority of the voting power of the Association residing in Owners other than Declarant, impose a regular annual assessment per Unit that is more than twenty (20 %) percent greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed five (5 %) percent of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring the Owner into compliance with the provisions of the Association's Governing Instruments.

4.05. Regular assessments shall commence on the date of closing of the first sale of a Unit in the Project.

4.06. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

4.07. On the sale or conveyance of an Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Articles 4.02 and 4.03 of this Declaration refer 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 of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.

(b) Amounts due under mortgage instruments duly recorded.

4.08. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association's lien for assessments is pursuant to Texas Property Code Section 83.113. The Association hereby assigns the lien to SC and delegates SC to collect assessment on behalf of the Association.

The Association's lien for assessments has priority over any other lien except:

(1) a lien for real property taxes and other governmental assessments or charges against the unit unless otherwise provided by Section 32.05, Tax Code; and

(2) a first vendor's lien or first deed of trust lien recorded before the date on which the assessment sought to be enforced becomes delinquent under the declaration, bylaws, or rules.

The Association or SC is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens. The Association's lien for assessments is created by the recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required,

however, to evidence such lien, the Board of Directors may at its option prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the name of the Owner and description of the Unit. Such notice of lien may be signed by one of the Board members or Officers and may be recorded in the office of the County Clerk of Cameron County, Texas. In any collection proceedings, the Owner in default shall be required to pay the costs, expenses and attorney's fees incurred by the Association. Suit to recover a money judgment for unpaid assessments may also be maintained by the Association without foreclosing or waiving the Association's lien. In addition to all other remedies, the Association may terminate furnishing water or other utility services to a Unit, the owner of which is delinquent in payment of an assessment that is used, in whole or in part, to pay the cost of that utility, after giving fifteen (15) days notice of its intent to do so. If the water valves are capped, the expense of capping and uncapping the valves shall be paid by the delinquent Owner.

4.09. SC or the Board is fully authorized to adopt or amend reasonable rules for the collection of delinquent assessment, to include the imposition of interest for late payment of assessments, returned check charges, and late charges or reasonable fines for late payments.

## ARTICLE 5

### RESTRICTIONS AND COVENANTS

5.01. The right of an Owner and the Owner's guests to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:

(a) No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it to be occupied or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit, provided that it is subject to the Association's Governing Instruments and Rules. The cost of repair or clean up for any damage, litter or debris caused by Owner or Owner's tenant shall be the responsibility of the Owner.

(b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.

(c) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on any Unit or on any part of the Common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Common Elements or in any Unit, provided, however, that reasonable amounts in suitable containers may be stored in the storage spaces.

(d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board, except a sign advertising the property for sale that does not exceed three (3) square feet. All "for sale" signs shall be located within the Units and shall not be allowed in the common elements.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Elements, except that no more than two (2) household pets, such as one dog and one cat, subject to the Rules and Regulations adopted by the Board. No pet or animal of any kind shall be permitted in the common area unless on a leash and under control of the Owner. All Owners and other occupants of Units shall be required to clean up after their pets. Short term renters may not have pets.

(f) No noxious, loud or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done in any Unit or in the Common Elements that may be or become an annoyance or nuisance to the other Owners. No loud activities shall be permitted in the general or limited common areas that are offensive to other Owners.

(g) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.

(h) There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Elements. The Board is authorized to adopt such Rules.

(i) No Owner shall park any automobile or other motor vehicle in the Common Elements except in a space designated for parking by the Board.

(j) No Unit or any interest therein shall ever be subjected to any time-sharing or time interval ownership arrangement of any nature whatsoever including, but not limited to, any arrangement whereby any Owner of a Unit is entitled to use and possession of such Unit for any time period to the exclusion of any other Co-Owners of such Unit.

(k) Any vehicle that is parked in the common elements must be operable and free of leakage. Boat trailers shall not be allowed to block vehicular or pedestrian traffic unless parked in an area designated for trailers. No motorhomes or similar vehicles shall be allowed to remain parked in the common elements overnight. There shall be no rental of common area parking spaces.

(l) Window treatments or linings that are visible from outside the buildings must be white in color. The exterior door on each Unit must remain painted with the original paint color established by Declarant.

(m) No satellite dishes may be attached to the Common elements.

(n) Charcoal grills shall not be allowed or used in any Unit or the Common Elements. Gas or electric grills are permitted.



(o) No Owner shall make any alterations, modifications or undertake any maintenance of any portion of any fire sprinkler system. Any malfunctions or other problems associated with the fire sprinkler system shall be immediately reported to the Association or the Manager. The fire sprinkler system shall be maintained by the Association.

(p) No Owner shall make any modifications or changes to the landscaping, or plant additional plants, without the express written consent of the Association.

5.02. Except for those portions that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to keep it in good condition and repair. Each Owner shall also maintain and repair those portions of the Common Elements subject to an exclusive easement appurtenant to the Owner's Unit.

5.03. (a) Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or the Owner's family, guests, or tenants.

(b) Each Owner shall be responsible for damage to other units in the Project that is caused by the failure of such Owner's appliances (electrical or otherwise), interior pipes and plumbing, and any other apparatus or machinery whatsoever that is not a common element, whether or not such failures are the result of such Owner's negligence, misuse, or malfunction, including fire, water damage, or any other damage. Such appliances shall include but not be limited to cooking stoves of any type, refrigerators, freezers, water heaters, dishwashers, washing machines, light fixtures, water beds, or clothes dryers.

5.04. Declarant shall be exempt from the restrictions of Article 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but is not limited to, maintaining Units as model homes, placing advertising signs on Project property, and generally making use of the Project lots and Common Elements as is reasonably necessary to carry on construction activity.

## ARTICLE 6

### DAMAGE OR DESTRUCTION

6.01. (a) If the Project is damaged by fire or any other disaster, the insurance proceeds, except as provided in Paragraph 6.01(b) of this Declaration, shall be applied to reconstruct the Project.

(b) Reconstruction shall be governed by the section of the SC Declaration for Establishment of Condominium Regime, recorded in Volume 3, at Page 81, Condominium Records, Cameron County, Texas, entitled Repair or Reconstruction After Fire or Other Casualty. That section is incorporated in this Declaration for all purposes, and shall be referred to as the "Repair or Reconstruction Section". It is agreed that the references in

that section to "the buildings" or the "project improvements" shall include for all intents and purposes all of the buildings and project improvements in SC, SC II and Sand Castle III. All three projects shall fall under that section and be governed by that section as a whole, except that the owners in SC II and Sand Castle III shall have four votes per project (four votes for SC II, four votes for Sand Castle III, and sixty-five votes for SC). Any assessments to rebuild or distributions if the projects are not rebuilt shall be divided in a similar manner: SC is allocated 65/73rds, SC II is allocated 4/73rds; and Sand Castle III is allocated 4/73rds. In the event of damage or destruction to any of the buildings or project improvements in SC, SC II or Sand Castle III, the SC Council, acting by and through it's Board of Governors, shall arrange for repair or restoration in accordance with the Repair or Reconstruction Section unless 66 2/3 percent or more of the project improvements are destroyed or substantially damaged and all apartment owners in SC, SC II and Sand Castle III do not resolve to proceed with repair and restoration in accordance with that section. The terms "buildings" or "project improvements" in the Repair or Reconstruction Section shall hereafter refer to the buildings and improvements in all three projects treated together as a whole.

6.02. When reconstruction is required by the terms of Article 6.01 of this Declaration, but the insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the insurance proceeds and reserves shall be considered a common expense that is subject to the Association's lien rights.

## ARTICLE 7

### RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Declarant warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

(a) Should any of the Association's Governing Instruments provide for a "right of first refusal," such right shall not impair the rights of a beneficiary under a first lien deed of trust to the following:

(i) To exercise the power of sale, foreclose, or take title to an Unit pursuant to the remedies provided in the deed of trust.

(ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.

(iii) To interfere with a subsequent sale or lease of an Unit so acquired by the beneficiary.

(b) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.

(c) Any beneficiary under a first deed of trust who obtains title to an Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.

(d) Unless at least two thirds (2/3) of the beneficiaries under first deeds of trust (based on one vote for each first deed of trust owned) or Owners other than Declarant give their prior written approval, the Association shall not be entitled to the following:

(i) By act or omission, to seek to abandon or terminate the Project.

(ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:

(A) Levying assessments or charges.

(B) Allocating distributions of hazard insurance proceeds or condemnation awards.

(C) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.

(iii) To partition or subdivide any Unit.

(iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.

(v) In case of loss to an Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.

(e) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.

(f) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first deed of trust to an Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

## ARTICLE 8

### GENERAL PROVISIONS

8.01 (a) This Declaration may be amended at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven (67) percent of the ownership interests in the Project, or by written ballot approved by the holders of at least sixty-seven (67) percent of the ownership interests in the Project. The written ballot shall state the exact wording or substance of the amendment and shall specify the date by which the ballot must be received to be counted. Notwithstanding the foregoing, Section 2.10 through 2.14 of this Declaration may not be amended without the written approval by One Hundred (100) percent of the ownership interests in the Project and all mortgage holders.

(b) An amendment of the Declaration may not alter or destroy an Unit or a Limited Common Element without the consent of the affected Owners and the Owners' first lien mortgagees.

(c) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Cameron County, Texas.

8.02. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

8.03. The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

8.04. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

8.05. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project that will conform with the intent set out in Section 2.11 of this Declaration. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

8.06. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.

8.07. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, or national origin.

8.08. (a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally at the appropriate address set

forth in Article 8.08(b) of this Declaration, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, addressed as set forth in Article 8.08(b) of this Declaration.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association by written notice all Owners. Notices to the Manager shall be addressed to the address designated by the Manager. Notices to Declarant shall be addressed to: CRAIG SPARLING and wife, CHRISTINA SPARLING, P. O. Box 1215, 1111 Maple Drive, Cloudcroft , New Mexico 88317.

8.09. As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

Craig Sparling  
CRAIG SPARLING

Christina Sparling  
CHRISTINA SPARLING

THE STATE OF TEXAS }

COUNTY OF CAMERON }

This instrument was acknowledged before me on this 17<sup>th</sup> day of October, 2008 by CRAIG SPARLING.

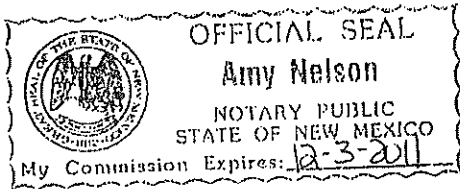
Shannon Jurek  
Notary Public, State of Texas  
Notary's name printed:  
My Commission expires: \_\_\_\_\_



THE STATE OF NEW MEXICO }

COUNTY OF Doño }

This instrument was acknowledged before me on this 20 day of October, 2008 by CHRISTINA SPARLING.



Amy Nelson  
Notary Public, State of New Mexico  
Notary's name printed:  
Amy Nelson  
My Commission expires: 12-3-2011

*EXHIBIT "B"*

*SURVEY*

(An improvement survey of the Project will be made upon completion of construction and will be attached here as Exhibit "B".)



*EXHIBIT "C"*

*UNIT PLANS*

(Exhibits depicting the dimensions and location of each completed Unit will be attached here as Exhibit "C".)

## EXHIBIT "D"

### ALLOCATION OF COMMON ELEMENTS INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES

Each Unit in SAND CASTLE III CONDOMINIUMS shall have allocated to it an undivided interest in the common elements. The formula used to establish the allocation is a fraction, the numerator of which is 1 and the denominator of which is the total number of Units in the Condominium project. The Owner of each Unit shall be entitled to one (1) vote.

(This exhibit will be amended upon completion of construction to show the number of units in the project and the undivided interest allocated to each unit on a per unit basis.)

\*\*\*\* Electronically Filed Document \*\*\*\*

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Document Number: 2008-49146  
Recorded As : ELECTRONIC RECORDING

Recorded On: October 30, 2008  
Recorded At: 10:01:37 am  
Number of Pages: 9  
Book-VI/Pg: Bk-OR VI-15523 Pg-111  
Recording Fee: \$44.00

Parties:

Direct- SAND CASTLE COUNCIL OF CO-OWN  
Indirect- SAND CASTLE III CONDOMINIUMS

Receipt Number: 446889  
Processed By: Hilda Perez

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\*\*\*\*\* 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.



A handwritten signature in black ink, appearing to be "J. S. L.", is written over the bottom right portion of the seal.

**EASEMENT AND MAINTENANCE AGREEMENT  
BETWEEN CONDOMINIUM ASSOCIATIONS**

THE STATE OF TEXAS    }  
                                  }  
COUNTY OF CAMERON    }

KNOWN ALL MEN BY THESE PRESENTS:

THIS EASEMENT AND MAINTENANCE AGREEMENT BETWEEN CONDOMINIUM ASSOCIATIONS ("Agreement") is made and entered into on this 17th day of October, 2008, by and between SAND CASTLE COUNCIL OF CO-OWNERS, INC., a Texas non-profit corporation, (herein called "SC") and CONDOMINIUMS AT SAND CASTLE II ASSOCIATION OF CO-OWNERS, INC., a Texas non-profit corporation (herein called "SC II") and CONDOMINIUMS AT SAND CASTLE III ASSOCIATION OF CO-OWNERS, INC., a Texas non-profit corporation (herein called "SC III").

**RECITALS:**

1. The SC condominium project is situated adjacent to the SC II project and the to be built SC III project. Because of the unique proximity and similar design of all three projects, the parties consider that the mutual use, enjoyment and sharing the amenities and common maintenance of the common elements of all three projects, with an equitable division of the ongoing expenses, will be beneficial to SC, SC II and SC III. By this agreement, the parties intend to grant mutual easements to each other so all amenities will be shared and the common area maintenance expenses and upkeep of the building on all three projects will be shared as if there were only one association. For the mutual benefit of all three projects, SC, SC II and SC III intend to operate jointly as one project in a gated community, and this agreement shall be liberally interpreted to accomplish that goal and intent.

2. SC is the Council of Co-Owners consisting of all of the owners of condominiums and whose members own all of the following described real property (herein sometimes referred to as "Sand Castle Condominiums") located in the Town of South Padre Island, Cameron County, Texas, to-wit:

All of SAND CASTLE NUMBER ONE CONDOMINIUM, on South Padre Island, Cameron County, Texas, according to the Declaration for Establishment of Condominium Regime of record in Volume 3, Page 69, Condominium Records, and amendments thereafter in Volume 1431, Page 232, in Volume 1431, Page 241, and in Volume 4485, Page 62, Official Records of Cameron County, Texas, together with all of the general common elements pertaining to said Condominium Regime which common elements include the following real property on which the project is situated:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7), Block Sixty Six (66); Lots One (1), Two (2), Three (3), Four (4), Five (5), Six

(6), Seven (7), and Eight (8), Block Sixty-Five (65), PADRE BEACH SUBDIVISION, Section V, Cameron County, Texas, according to the map recorded in Volume 14, Page 68, Map Records of Cameron County, Texas.

3. SC II is the Association of Co-Owners consisting of all of the owners of condominiums and whose members own all of the following described real property (herein referred to as "Sand Castle II Condominiums") located in the Town of South Padre Island, Cameron County, Texas, to-wit:

All of SAND CASTLE II CONDOMINIUMS, on South Padre Island, Cameron County, Texas, according to the Declaration of Sand Castle II Condominiums dated October 17, 2008, filed on October 29, 2008, in Volume 15520, Page 157, of the Official Public Records of Cameron County, Texas, together with all of the general common elements pertaining to said Condominium Regime which common elements include the following real property on which the project is situated:

Lot Number Nine (9), Block Number Sixty-Six (66), PADRE BEACH, SECTION V, a Subdivision in the Town of South Padre Island, Cameron County, Texas, according to the Map or Plat thereof recorded in Volume 14, Page 68, Map Records of Cameron County, Texas.

4. SC III is the Association of Co-Owners consisting of the present owners of the below described land and all of the owners of future condominiums that will be built upon the following described real property (herein sometimes referred to as "Sand Castle III Condominiums") located in the Town of South Padre Island, Cameron County, Texas, to-wit:

All of SAND CASTLE III CONDOMINIUMS, on South Padre Island, Cameron County, Texas, according to the Declaration of Sand Castle II Condominiums dated October 17, 2008, filed on October 29, 2008, in Volume 15521, Page 255, of the Official Public Records of Cameron County, Texas, together with all of the general common elements pertaining to said Condominium Regime which common elements include the following real property on which the project is situated:

Lot Number Eight (8), Block Number Sixty-Six (66), PADRE BEACH SECTION V, South Padre Island, Cameron County, Texas, according to the map recorded in Volume 14, Page 68, Map Records of Cameron County, Texas.

THE PARTIES THEREFORE AGREE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the following grant of easement and agreements made here, as follows:

A. Grant of Reciprocal Easements. SC, SC II and SC III grant and convey to each



other non-exclusive easements to use the common areas, parking, landscaping, offices, storage, swimming pools, bayfront facilities and trash facilities (the "Amenities") of all three projects so that each project may use the Amenities of all projects. The easements herein granted may be used by the owners of units at SC, SC II and SC III and the owner's family, guests, or tenants, provided that they are occupying a SC, SC II or a SC III unit at the time of use. By the granting of these reciprocal easements to use the common areas and amenities of all three projects, and by jointly maintaining the common elements of all three projects, the parties intend to share amenities and share expenses as if there were only one association and one project, and this agreement shall be liberally interpreted to accomplish that goal.

B. Duration of Easements. The easement herein granted to SC, SC II and SC III shall be perpetual.

C. Character of Easements. The easements granted in this agreement are easements appurtenant to the dominant tenements.

D. Management and Maintenance of Common Elements. SC further agrees to provide management and maintenance services to SC II and SC III, as completely and fully as if SC II and SC III were a part of SC. The management and maintenance services that will be provided to SC III will not commence until the SC III condominium is built and a certificate of occupancy is issued, except that lawn services and liability insurance will be provided in consideration of the use of SC III property for boat parking by SC and SC II. SC shall physically maintain the common elements of SC II and SC III, including the land and buildings, in good repair and condition as if SC II and SC III were part of SC. SC will provide the same quality of maintenance services that it provides to its own project, and shall maintain SC II and SC III in the same condition. In consideration of the payments to SC as set out below, SC II and SC III shall not be required to provide any maintenance services in the easement or on its own land or buildings.

E. Easement and Maintenance Expenses. In consideration of the easements herein granted and the management and maintenance services to be provided by SC, it is agreed that the owners of SC II and SC III shall each pay to SC a pro-rata share of the expense of maintaining the common elements of all three projects so that all three projects will be maintained and operated by SC. It is, however, agreed that the obligation of SC III to pay its pro-rata share will not commence until SC III is built and a certificate of occupancy is issued. The pro-rata share to be paid by each condominium unit owner shall be determined on a "per unit" basis, except that SC III will be obligated to pay as if it is a four (4) unit project, even if fewer units are constructed. The total number of the condominium units at SC will be added to the total number of condominium units at SC II (excluding the "Office" unit) and, upon completion of construction, four condominium units at SC III will be similarly added, even if SC III has fewer units. The total management and maintenance fees for the common elements of all three projects will then be allocated among the units on a per unit basis. The formula used to establish the allocation is a fraction, the numerator of which is 1 and the denominator of which is 73 (the total number of Units in all three projects excluding the "Office" unit in SC II, and including four units for

SC III). SC III will be obligated to pay 4/73rds of the total management and maintenance fees, even if fewer units are built, i.e. 1/73rd per unit if four units are built, 4/219ths per unit if three units are built, 2/73rds per unit if two units are built and 4/73rds per unit if one unit is built. Billing for the maintenance expenses will be performed by SC and shall be due and payable by the owners of SC II and SC III monthly or quarterly in accordance with SC's normal billing cycle. The amount of the payments may be adjusted annually by SC upon adoption of each annual budget. If it should be necessary to levy a special assessment to maintain, operate or insure the common elements of any project, the Board of Governors of SC shall assess the unit owners in all three projects in accordance with the per unit formula set out above.

F. Board Representation. SC agrees to increase the number of Board members on its Board of Governors to create two new Board member positions so that SC II and SC III will each have representation on the SC Board. Thereafter, a unit owner of SC II shall be elected and serve at all times on the SC Board, and a unit owner of SC III shall, after completion of construction, be elected and serve at all times on the SC Board. Until the construction of SC III is completed, the Declarant of SC III will serve on the Board to represent SC III.

G. Repair or Reconstruction After Fire or Other Casualty. The section of the SC Declaration for Establishment of Condominium Regime, recorded in Volume 3, at Page 81, Condominium Records, Cameron County, Texas, entitled Repair or Reconstruction After Fire or Other Casualty is incorporated in this agreement for all purposes, and shall be referred to as the "Repair or Reconstruction Section". It is agreed that the references in that section to "the buildings" or the "project improvements" shall include for all intents and purposes the buildings and project improvements in SC, SC II and SC III. All three projects shall fall under that section and be governed by that section as a whole, except that the owners in SC II and SC III shall have four votes per project (four votes for SC II, four votes for SC III, and sixty-five votes for SC). In the event of damage or destruction to any of the buildings or project improvements in SC, SC II or SC III, the SC Council, acting by and through it's Board of Governors, shall arrange for repair or restoration in accordance with the Repair or Reconstruction Section unless 66 2/3 percent or more of the project improvements are destroyed or substantially damaged and all apartment owners in SC, SC II and SC III do not resolve to proceed with repair and restoration in accordance with that section. The terms "buildings" or "project improvements" in the Repair or Reconstruction Section shall hereafter refer to the buildings and improvements in all three projects treated together as a whole. Any assessments to rebuild or distributions if the projects are not rebuilt shall be divided in a similar manner: SC is allocated 65/73rds, Sand Castle II is allocated 4/73rds; and SC III is allocated 4/73rds.

H. Proposed Right-of-Way Purchase. The SC, SC II and SC III projects are adjacent to 0.51 acres of land known as Kingfish Street lying between Blocks 65 and 66, Padre Beach Section V, Town of South Padre Island, Cameron County, Texas. The right-of-way serves no purpose other than providing access to the three projects. The projects may benefit from the closing the right-of-way and creating a gated community. In Section 2.14 of their respective Condominium Declarations, SC II and SC III have already



approved the closing of the road and purchase of the proposed former right-of-way from the Town of South Padre Island. If SC decides or votes to buy the right-of-way, all three projects will jointly petition the Town of South Padre Island to close the right-of-way, appraise the property, and then purchase it for the appraised value in the following undivided interests: SC 65/73rds, SC II 4/73rds and SC III 4/73rds. Each unit owner in all three projects will be specially assessed to purchase the right-of-way on a per unit basis.

I. Proposed Office Purchase. The SC II project has a condominium unit designated "Office" It is a proposed office intended to be used for the operation of all three projects. The Declaration of SC II provides that Office will not pay any assessments since it is intended to be used as an office for the projects. Each of the unit owners in SC II owns an undivided 1/73rd interest in and to the Office, which interest will be appurtenant to the SC II unit that is owned and is not divisible from the unit. SC III agrees that the unit owners in SC III will own an aggregated 4/73rds interest in Office (even if SC III is a two or a three unit project), which interests will be appurtenant to the SC III units and not divisible from the units. SC shall purchase the remaining 65/73rds of Office from the developer of SC II and SC III. When SC purchases the remaining interest of Office, then it shall be used as an office for all three projects. When SC purchases the remaining interest of Office, it's owners shall be assessed the entire purchase price, on a per unit basis, and the owners of SC II and SC III shall not be required to pay.

*Amended  
11/22/17*

J. Intent to Merge. For the mutual benefit of all three projects, SC, SC II and SC III intend to operate as if there were only one association, and this agreement shall be liberally interpreted to accomplish that goal and intent. In the future, the associations intend to merge and become one association.

K. Binding on Assigns. This Agreement, and all covenants, conditions and restrictions set forth herein shall be binding upon and enforceable against SC, SC II and SC III, and their respective owners, successors and assigns and all parties having or acquiring any right, title, or interest in the real properties described in this Agreement. The terms and provisions of this Agreement shall inure to the benefit of SC, SC II and SC III and their respective successors and assigns and each and every owner of the real properties described herein or any portion or interest thereof. The parties expressly agree (1) that the real properties described in this agreement shall be held, transferred, improved, sold, conveyed, encumbered, used and occupied subject to the above and foregoing easements and agreements; and (2) that the easements and agreements contained herein shall be covenants running with and binding upon the real properties herein described.

L. Invalidation of any one term or provision contained herein by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

M. This instrument contains the entire agreement between the parties relating to

the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

N. SC hereby certifies that SAND CASTLE COUNCIL OF CO-OWNERS, INC. is a Council of Co-Owners or Homeowner's Association that is duly organized, validly existing and in good standing under the laws of the State of Texas and has the full power and authority to enter into and perform this Agreement and to execute and deliver this Agreement to SC II and SC III. The execution, delivery and performance of this Agreement has been duly authorized by all requisite officers, directors and owners of SC. When executed and delivered by SC, this Agreement will constitute a valid and binding agreement and obligation of SC enforceable in accordance with its terms. The execution, delivery and performance of this Agreement will not conflict with or violate any provision of SC's Bylaws or condominium declaration, or any provision of law applicable to SC.

O. SC II hereby certifies that CONDOMINIUMS AT SAND CASTLE II ASSOCIATION OF CO-OWNERS, INC. is a Council of Co-Owners or Homeowner's Association that is duly organized, validly existing and in good standing under the laws of the State of Texas and has the full power and authority to enter into and perform this Agreement and to execute and deliver this Agreement to SC and SC III. The execution, delivery and performance of this Agreement has been duly authorized by all requisite officers, directors and owners of SC II. When executed and delivered by SC II, this Agreement will constitute a valid and binding agreement and obligation of SC II enforceable in accordance with its terms. The execution, delivery and performance of this Agreement will not conflict with or violate any provision of SC II's Bylaws or condominium declaration, or any provision of law applicable to SC II.

P. SC III hereby certifies that CONDOMINIUMS AT SAND CASTLE III ASSOCIATION OF CO-OWNERS, INC. is a Council of Co-Owners or Homeowner's Association that is duly organized, validly existing and in good standing under the laws of the State of Texas and has the full power and authority to enter into and perform this Agreement and to execute and deliver this Agreement to SC and SC II. The execution, delivery and performance of this Agreement has been duly authorized by all requisite officers, directors and owners of SC III. When executed and delivered by SC III, this Agreement will constitute a valid and binding agreement and obligation of SC III enforceable in accordance with its terms. The execution, delivery and performance of this Agreement will not conflict with or violate any provision of SC III's Bylaws or condominium declaration, or any provision of law applicable to SC III.

Q. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall be sent by depositing the same in the United States mail addressed to the party to be notified, postpaid and certified with return receipt requested. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for purposes of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in

effect for purposes hereunder. Such notices shall be given to the parties hereto at the following addresses.

If to SC, to:                      President of SC                      With a Copy to SC II and SC III  
208 W. Kingfish  
South Padre Island, Texas 78597

If to SC II, to:                      President of SC II                      With a Copy to SC and SC III  
200 W. Kingfish  
South Padre Island, Texas 78597

If to SC III, to:                      President of SC III                      With a Copy to SC and SC II  
202 W. Kingfish  
South Padre Island, Texas 78597

EXECUTED this 17th day of October, 2008.

SAND CASTLE COUNCIL OF CO-OWNERS, INC.

BY: *H Bode*  
HERBERT BODE, President

CONDOMINIUMS AT SAND CASTLE II ASSOCIATION OF CO-OWNERS, INC.

BY: *R Craig Spurling*  
CRAIG SPARLING, President

CONDOMINIUMS AT SAND CASTLE III ASSOCIATION OF CO-OWNERS, INC.

BY: *R Craig Spurling*  
CRAIG SPARLING, President

THE STATE OF TEXAS )  
 )  
COUNTY OF CAMERON )

This instrument was acknowledged before me on Oct. 27, 2008, by HERBERT BODE, the President of SAND CASTLE COUNCIL OF CO-OWNERS, INC., a Texas non-profit corporation, on behalf of said Corporation.



[Signature]  
Notary Public, State of Texas  
Notary's name printed:

My commission expires: \_\_\_\_\_

THE STATE OF TEXAS )  
 )  
COUNTY OF CAMERON )

This instrument was acknowledged before me on October 17, 2008, by CRAIG SPARLING, the President of CONDOMINIUMS AT SAND CASTLE II ASSOCIATION OF CO-OWNERS, INC., a Texas non-profit corporation, on behalf of said Corporation.



[Signature]  
Notary Public, State of Texas  
Notary's name printed:

My commission expires: \_\_\_\_\_

THE STATE OF TEXAS )  
 )  
COUNTY OF CAMERON )

This instrument was acknowledged before me on October 17, 2008, by CRAIG SPARLING, the President of CONDOMINIUMS AT SAND CASTLE III ASSOCIATION OF CO-OWNERS, INC., a Texas non-profit corporation, on behalf of said Corporation.



[Signature]  
Notary Public, State of Texas  
Notary's name printed:

My commission expires: \_\_\_\_\_

**CITY OF SOUTH PADRE ISLAND  
BOARD OF ADJUSTMENTS AND APPEALS  
AGENDA REQUEST FORM**

**MEETING DATE:** June 7, 2022

**NAME & TITLE:** Alex Sanchez, Public Works Director

**DEPARTMENT:** Planning/Parks & Rec. Department

**ITEM**

**PUBLIC HEARING:** to discuss a request by Arturo A. Nelson, with Costa Azul Development, LLC property owners for a variance from Chapter 20 Zoning, Section 20-7.1 District "B-2" Residential & Multi-family Dwelling District, (A) Area, width, and depth of lots of the City's Code of Ordinances. The applicant is requesting a width of 23.75 feet instead of the required width of 25 feet of lot for Lots 1 & 2 Block 5 of Sunny Isle Subdivision and Lots 7 & 8 Block 3 of Padre Beach Subdivision, Section I.

**ITEM BACKGROUND**

1. The Chairman opens the Public Hearing by reading the caption from the Board's agenda.
2. The Chairman asks if anyone is present to speak in favor of agenda item.
3. Once everyone in favor has spoken, the Chairman then asks if anyone is present to speak in opposition of agenda item.
4. Once everyone in opposition has had an opportunity to speak, the Chairman will then close the Public Hearing.

Please keep in mind that the Board will normally have discussion and action during the next item on the agenda. The Public Hearing is for the purpose of receiving comments from the public. It is not necessary for the Board Members to respond to the public at this time. If a member of the public raises a question, the members of the Board should make note of it to address during the next discussion and action item after the Public Hearing has been closed.

Staff has received two (2) emails in opposition.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

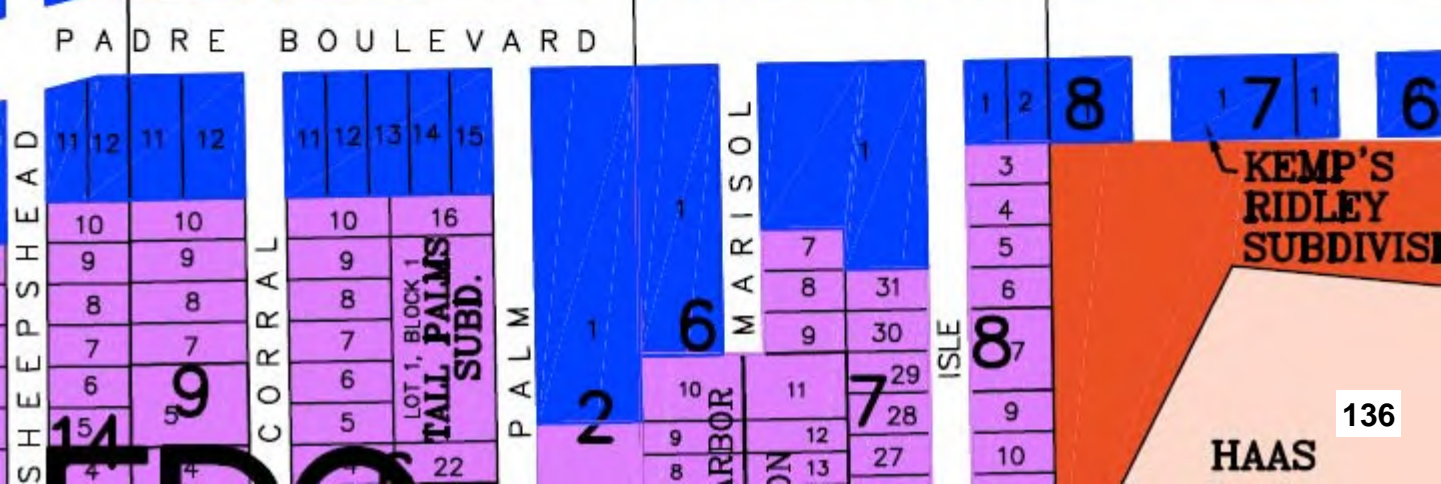
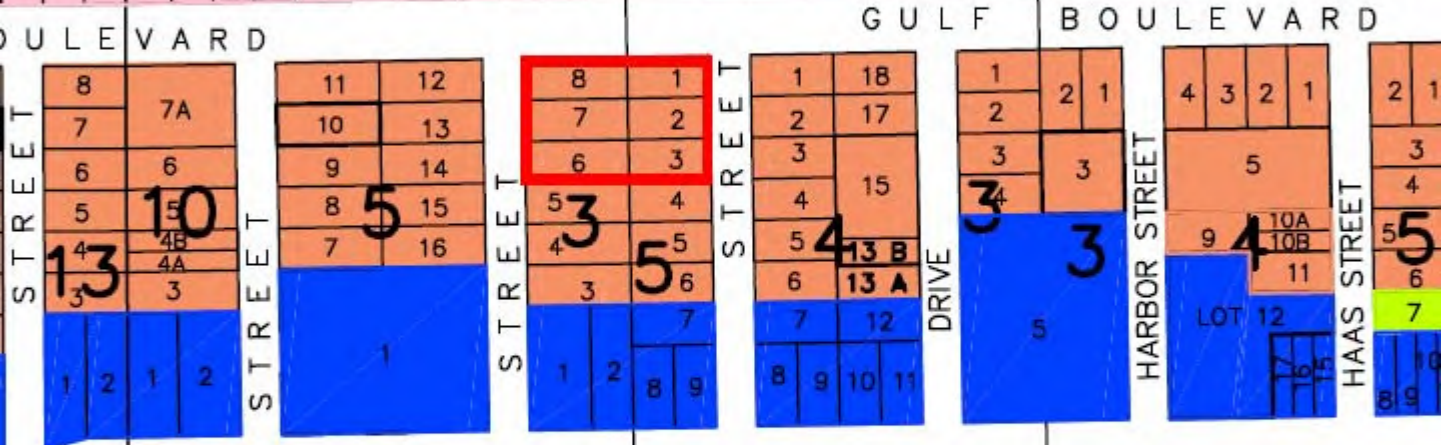
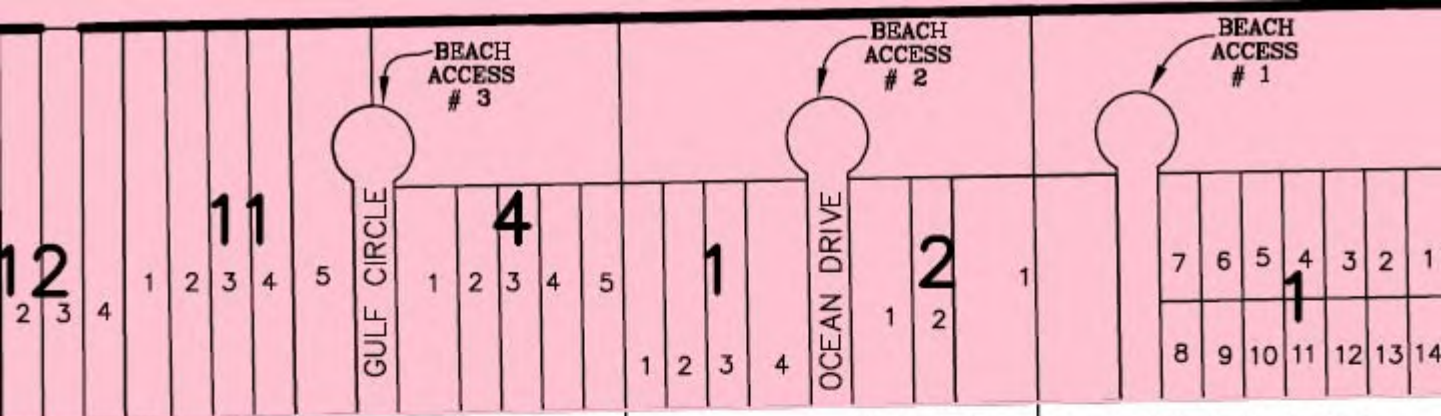
**LEGAL REVIEW**

Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**







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## Sec. 20-7.1. District "B-2"—Residential & Multi-family Dwelling District.

- (A) Area, width, and depth of lots, sanitation and temporary building provisions are the same as District "A", except townhouse lots must have a minimum frontage of twenty five (25) feet; a minimum width of twenty-five (25) feet; a minimum depth of one hundred (100) feet; and a minimum area of two thousand five hundred square feet (2,500 sq. ft.).
- (B) Use Regulations. In District "B-2", no land shall be used and no buildings shall be erected for or converted to any use other than:
- (1) Single family dwellings, multi-family dwellings; apartment buildings, condominiums and Townhomes.
  - (2) Incidental uses to any of the above specified uses include, but are not limited to, customary home occupations when engaged in by the private dwelling occupant. Said incidental use, however, shall never be permitted as a principal use, but only as a secondary use when indispensably necessary to the enjoyment of the premises by the private dwelling occupant.
  - (3) Special Exceptions: Public Service Facility.
  - (4) Specific Use Permit: Off-site parking spaces in excess of required spaces from a different zoning district.
- (C) Height regulations. No building shall exceed three stories. The height shall be restricted to fifty (50) feet above the FEMA Base Flood Elevation.
- (D) Area regulations:
- (1) *Front yards.* Same as District "A" (minimum of 25 feet), except that all lots fronting the west side right-of-way line of Gulf Boulevard may have a front yard setback of ten (10) feet from the property line abutting the west Gulf Boulevard right-of-way line.
  - (2) *Side Yards.* Same as District "A" (minimum of 5 feet).
  - (3) *Rear yards.* Same as District "A" (minimum of 20 feet), except that the structure may have decks and/or balconies extending within 10 feet of the rear property line, as long as said decks or balconies are not enclosed and shall only have such enclosures thereabouts as may be required as a good building practice. Any open deck or patio that undertakes to extend beyond the 20 feet rear yard setback within 10 feet of the rear property line as provided for above, shall only be erected or placed in such a manner after a permit specifically therefore is issued by the Building Inspector. The open deck allowed within said area may not in any manner be enclosed, and by way of illustration and not by limitation, such as awnings, shutters, walls or having fixtures or any other type of device other than that which is required as a safety measure under the Building Codes. Any subsequent enclosure on a lawfully extended deck hereunder shall be deemed a violation of this Ordinance.
  - (4) *Size of structure.* The minimum size of structure is twelve hundred (1,200) square feet.
- (E) Any condominium building which exists on Feb 1, 2010 that does not conform to the height limitations of this District shall be deemed a conforming structure and may re-build to the same size and height that it was on Feb 1, 2010.
- (F) Any structure which exists on Feb 1, 2010 that does not conform to the standards of this District shall be deemed a conforming structure and may re-build to the same size and height that it was on Feb 1, 2010.
- (G) Any land use that exists on Feb 1, 2010 that does not conform to the standards of the B-2 District shall be deemed a conforming use and may continue the use as it was on Feb 1, 2010.



Marta Martinez <mmartinez@myspi.org>

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**SPI NOTICE OF VARIANCE From SECTION 20-7.1 RE: COSTA AZUL DEVELOPMENT, LLC**

1 message

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Valerie Stillman Tidwell <vst122@earthlink.net>  
To: MMartinez@myspi.org  
Cc: Valerie Stillman Tidwell <vst122@earthlink.net>

Sun, May 1, 2022 at 12:31 PM

To Whom It May Concern:

As sole property owner of [1600 Gulf Blvd.](#), LLC, I wish to formally object to the requested variance relief by Costa Azul Development, LLC. All the subdivisions in Brownsville, i.e. "The Woods", etc. use a minimum of 25 feet. The roads on SPI, especially with the walk/bicycle easement on Gulf Blvd., make auto and pedestrian traffic dangerous on any day, not to mention weekends or holidays. Hence, please note my objection.

Valerie Stillman Tidwell May 1, 2022



Marta Martinez &lt;mmartinez@myspi.org&gt;

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**Costa Azul Development, LLC request for Variance from Sec. 20-7.1**

1 message

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**Jack Edwards** <edwfamily@icloud.com>  
To: SPI Planning Dept <mmartinez@myspi.org>

Wed, Jun 1, 2022 at 9:37 AM

Jack Edwards  
1700 Gulf Blvd., Unit # 312  
South Padre Island, Texas

South Padre Island ZBOA:

My understanding is the hardship must be unique to the applicant. The same zoning requirements apply to all property zoned B-2. Also, Financial benefit or inconvenience do not create undue hardships.

The applicant suggests they need the variance to achieve a "viable" project. This raises the issue of financial benefit and therefore does not satisfy the undue hardship requirement. The applicant suggests the requirement of a 10' set back on the first lot on Gulf Blvd. presents a hardship because it would not leave enough width for a decent size townhome. This is not unique to the applicant. All other property along Gulf Blvd. is subject to the same ordinance and also does not meet the undue hardship requirement.

It is possible the folks who wrote the ordinance intended the first lot to be developed with less density. It may be that is the spirit of the ordinance.

I don't believe the applicants can satisfy the legal requirements for a variance.

I oppose the granting of the variance.

Sincerely,

Jack Edwards

**CITY OF SOUTH PADRE ISLAND  
BOARD OF ADJUSTMENTS AND APPEALS  
AGENDA REQUEST FORM**

**MEETING DATE:** June 7, 2022

**NAME & TITLE:** Alex Sanchez, Public Works Director

**DEPARTMENT:** Planning/Parks & Rec. Department

**ITEM**

**DISCUSSION AND ACTION:** to discuss a request by Arturo A. Nelson, with Costa Azul Development, LLC property owners for a variance from Chapter 20 Zoning, Section 20-7.1 District "B-2" Residential & Multi-family Dwelling District, (A) Area, width, and depth of lots of the City's Code of Ordinances. The applicant is requesting a width of 23.75 feet instead of the required width of 25 feet of lot for Lots 1 & 2 Block 5 of Sunny Isle Subdivision and Lots 7 & 8 Block 3 of Padre Beach Subdivision, Section I.

**ITEM BACKGROUND**

The applicant is proposing to replat Lots 1-3 Block 5 of Sunny Isle Subdivision and Lots 6-8 Block 3 of Padre Beach Subdivision, Section I, to create 12 townhome lots, and are requesting a width of 23.75 feet instead of the required width of 25 feet of lot for proposed Lots 1 A, 2A & 2B Block 5 of Sunny Isle Subdivision and Lots 7A, 7B & 8A Block 3 of Padre Beach Subdivision, Section I. Proposed Lots 1 A, 2A & 2B Block 5 of Sunny Isle Subdivision are located on the north side of E. Sunny Isle Drive and proposed Lots 7A, 7B & 8A Block 3 of Padre Beach Subdivision are located on the south side of E. Palm Street. The proposed lots are zoned District "B-2" Residential & Multi-family Dwelling District.

Notice of variance request was placed in the Port Isabel/South Padre Island Press that ran on Thursday, May 24, 2022, and notices to property owners within two-hundred (200) feet of the subject property were mailed out on Wednesday, May 18, 2022 informing them of the variance request.

Staff has received two (2) emails in opposition.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

## **LEGAL REVIEW**

Sent to Legal:

Approved by Legal:

## **RECOMMENDATIONS/COMMENTS:**

The Board should establish the hardship(s), if any, that would serve as justification for this request. Finances and/or mere inconvenience are insufficient based for the granting of a variance. Staff would also like to remind the Board that variances run with the property, not with the owner. So, should something happen to the structure that it is removed or destroyed, any variances granted would allow the owner to rebuild according to previously granted variances instead of bringing the new structure up to current code. Please remember to state for the record your reason(s) for denial, or the hardship(s) involved that allows(s) you to approve the applicant.



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## Sec. 20-7.1. District "B-2"—Residential & Multi-family Dwelling District.

- (A) Area, width, and depth of lots, sanitation and temporary building provisions are the same as District "A", except townhouse lots must have a minimum frontage of twenty five (25) feet; a minimum width of twenty-five (25) feet; a minimum depth of one hundred (100) feet; and a minimum area of two thousand five hundred square feet (2,500 sq. ft.).
- (B) Use Regulations. In District "B-2", no land shall be used and no buildings shall be erected for or converted to any use other than:
- (1) Single family dwellings, multi-family dwellings; apartment buildings, condominiums and Townhomes.
  - (2) Incidental uses to any of the above specified uses include, but are not limited to, customary home occupations when engaged in by the private dwelling occupant. Said incidental use, however, shall never be permitted as a principal use, but only as a secondary use when indispensably necessary to the enjoyment of the premises by the private dwelling occupant.
  - (3) Special Exceptions: Public Service Facility.
  - (4) Specific Use Permit: Off-site parking spaces in excess of required spaces from a different zoning district.
- (C) Height regulations. No building shall exceed three stories. The height shall be restricted to fifty (50) feet above the FEMA Base Flood Elevation.
- (D) Area regulations:
- (1) *Front yards.* Same as District "A" (minimum of 25 feet), except that all lots fronting the west side right-of-way line of Gulf Boulevard may have a front yard setback of ten (10) feet from the property line abutting the west Gulf Boulevard right-of-way line.
  - (2) *Side Yards.* Same as District "A" (minimum of 5 feet).
  - (3) *Rear yards.* Same as District "A" (minimum of 20 feet), except that the structure may have decks and/or balconies extending within 10 feet of the rear property line, as long as said decks or balconies are not enclosed and shall only have such enclosures thereabouts as may be required as a good building practice. Any open deck or patio that undertakes to extend beyond the 20 feet rear yard setback within 10 feet of the rear property line as provided for above, shall only be erected or placed in such a manner after a permit specifically therefore is issued by the Building Inspector. The open deck allowed within said area may not in any manner be enclosed, and by way of illustration and not by limitation, such as awnings, shutters, walls or having fixtures or any other type of device other than that which is required as a safety measure under the Building Codes. Any subsequent enclosure on a lawfully extended deck hereunder shall be deemed a violation of this Ordinance.
  - (4) *Size of structure.* The minimum size of structure is twelve hundred (1,200) square feet.
- (E) Any condominium building which exists on Feb 1, 2010 that does not conform to the height limitations of this District shall be deemed a conforming structure and may re-build to the same size and height that it was on Feb 1, 2010.
- (F) Any structure which exists on Feb 1, 2010 that does not conform to the standards of this District shall be deemed a conforming structure and may re-build to the same size and height that it was on Feb 1, 2010.
- (G) Any land use that exists on Feb 1, 2010 that does not conform to the standards of the B-2 District shall be deemed a conforming use and may continue the use as it was on Feb 1, 2010.





**CITY OF SOUTH PADRE ISLAND  
BOARD OF ADJUSTMENT & APPEALS APPLICATION**

- \$250 variance     Special Exception Use (Sec. 20-16.1)
- Administrative Appeal

**APPLICANT INFORMATION**

Name Arturo A. Nelson

Mailing Address 2025 Billy Mitchell Blvd

City, State, Zip Brownsville, Tx, 78521

Phone number (956)-453-4020

Fax number \_\_\_\_\_

E-mail Address aan@idptubing.com

**OWNER INFORMATION**

Name Costa Azul Development, LLC

Mailing address 1040 Ratliff Street

City, State, Zip San Benito, Tx, 78586

Phone number (956)-399-1115

Fax number \_\_\_\_\_

E-mail Address aan@idptubing.com

**SITE LOCATION FOR REQUEST:**

Physical Address (Street Name & Number): Lots 1A, 1B, 2A, 2B Block 5 SUNNY ISLE SUBDIVISION

Legal Description (Lot / Block / Subdivision): Lots 7A, 7B, 8A, 8B Block 3 AMENDED PADRE BEACH SUBDIVISION SECTION 1

I hereby request the following from the Board of Adjustment and Appeals: \_\_\_\_\_

City Ordinance: Sec 20-7.1 Minimum Frontage Width

See Attached Letter for Details.

In addition, the application requires the submission of the following:

- ◇ \$250 application fee per variance, special exception, and appeal request.
- ◇ Stamped/Sealed & dated survey of Improvements of the Subject Property.
- ◇ Copy of Floor Plan of structure proposed to be constructed or expanded.
- ◇ Current/recent photographs of the site.
- ◇ And any additional information to more clearly understand the request.

For Internal use only:
Amount Paid: _____
Paid Cash or Check No. _____
Date Received: _____

Note: Applicants are required to fully disclose in the application all information that is necessary for the various bodies to make their determination prior to issuance of any permit. At a minimum, an application for a variance or Special Exception shall contain ten (10) copies of the information outlined above. All information must be submitted no later than twenty (20) days prior to the meeting date. All fees must be paid prior to the Board reviewing the application.

If Staff determines that the application is incorrect, incomplete, illegible, or in any way inadequate to insure the complete understanding of the variance or special exception, staff shall return the application to the applicant.

Applicant's Name (Please Print) Arturo A. Nelson

Owner's Name (Please Print): Costa Azul Development, LLC

Applicant's Signature: [Signature]

Owner's Signature: [Signature]

Date: 04/13/21

Date: 04/13/21

April 13, 2022

Board of Variance  
South Padre Island, Texas

**RE: Lot Width Variance Request for Costa Azul Townhomes  
Reference Ordinance 20-7.1  
Located at Palm Street, Marisol Drive and Gulf Blvd  
South Padre Island, Texas**

Our team from Costa Azul thanks the city council and Board of Variance for the time on viewing/reviewing our proposed project on South Padre Island between Palm and Marisol at Gulf Blvd, in seeking a variance from the current zoning on the width of lots. Our Team has considered various options for the development of this property but need your help in achieving a viable project.

The Existing Lots are 50ft x100ft facing Marisol St and 50x125 ft facing Palm St. Two of the lots abut Gulf Blvd. Our effort is to provide for a consistent and cohesive, low density design solution the configuration of a 12 Lot, 3 story luxury townhome development with rooftop observation decks, Modern Coastal design, with the latest construction materials and process to deliver townhomes fit for this Gulf Blvd. address meeting the researched single owner solution based on market demand on South Padre Island.

The first two lots location along Gulf Blvd Beautification Project requires a 10' set back from the street. Doing the math, considering a townhouse width requirement, the first lot would be 25 ft and the adjoining lot would be left at 15 ft. This presents the hardship required for consideration of a variance in that a 15 ft lot width does not allow construction of any decent size home or townhome, especially the high-quality, low-density development expected on SPI.

In order to provide a consistent size building at an acceptable well thought out building width the team elected to provide to the City a solution that solves the size issue for the home with a small variance in the width and depth of the lots in the middle of the project while not affecting the outside lots that are at or over the required width.

Our approach is to spread the width change over 3 interior lots on each street and making the two lots adjoining Gulf Blvd wider than required at 28.75 ft

for the 10 ft corner lot side setback and maintaining the 25 ft width for townhouse requirement on the 2 west side lots on each street. This provides 4 standard townhouse lots on the west and 2 lots on the east side along Gulf Blvd with 6 lots requiring a variance. Because the buildings are adjoining on lots 1A & 1B and lot 8A & 8B the depth of these lots shall also change to maintain the required 2,500 sf townhouse requirement.

This also allows the development not to resort to high rise condominium development to achieve a project that as the accountant says “pencils out” and be complementary to highly desired low density quality development on these few available undeveloped inner city lots.

Once the project is complete as you can see by the elevations and site plan for each home, the variance difference will not be noticeable from the street.

Our Development Team is asking for only one variance, as the project meets all the other requirements of the City code for these lots and still provides the low-density high-value property that is sot after on South Padre Island.

The proposed site plans allow for the following:

1. Landscape to meet the Beatification Project area totaling 2,250 sq/ft on Gulf Blvd, the lots facing Marisol meet the landscape requirement and the lots facing Palm have more than the required landscape area.
2. All the front, rear and side yard setbacks are met and exceeded from the townhouse standard code.
3. Our development also proposes moving the rear lot line on lots 2A, 2B, 1A, 1B, 7A, 7B, 8A & 8B to 112 ft 6 inches to provide over the required 2,500 square foot lot size at 2,671.87 sf each.
4. The easement shall be extended for access by all lots and a letter of agreement to access the easement for all lots shall be incorporated in the sales agreement for each townhome.
5. Lots 3A, 3B, 6A & 6B to remain the same depth so as to not disturb the neighbors’ recognition of the rear yard lot lines.
6. Cohesive development of the 6 lots in question.

With these considerations in mind, the Costa Azul Development Team respectfully requests that you allow the variance change on lots 2A, 2B, 1A, 1B, 7A, 7B, 8A & 8B as follows:


Lot 1A - 23.75 ft wide x112.5 ft deep	= 2,671.87 sf
Lot 1B - 28.75 ft wide x112.5 ft deep	= 3,234.37 sf
Lot 2A - 23.75 ft wide x112.5 ft deep	= 2,671.87 sf
Lot 2B - 23.75 ft wide x112.5 ft deep	= 2,671.87 sf
Lot 7A - 23.75 ft wide x112.5 ft deep	= 2,671.87 sf
Lot 7B - 23.75 ft wide x112.5 ft deep	= 2,671.87 sf
Lot 8A - 23.75 ft wide x112.5 ft deep	= 2,671.87 sf
Lot 8B - 28.75 ft wide x112.5 ft deep	= 3,234.37 sf

Further Considerations to help to reinforce your decision are as follows:

- I. A condo association will not be required for this development.
- II. Project will not affect or impact neighboring lots or nearby houses since the variance request is for interior lots within the development, not adjoining any neighbors.
- III. Variance does not affect other developments as the neighborhood is mature and can be considered as site specific and a one-time variance, not setting precedent or changing the code for other developments.
- IV. All other subdivision requirements including setbacks and easements have been met with the request for a single variance change from the townhome's current the width of 25 ft width to a width of 23 ft 9 inches for only half of the development.
- V. The change in variance will not be noticeable to the casual observer when the project is complete.
- VI. The townhomes will be aesthetically pleasing and not look or portray any abnormal appearance.
- VII. The buildings have some uniform elements but still have different floor plans and exterior plans to meet and exceed the requests of today's SPI homeowner.
- VIII. The character and look of the townhomes are uniform, clean and will add modern pleasing aesthetics that will enhance, compliment and improve nearby value of this and the adjoining properties.
- IX. Luxury townhomes, in my professional opinion, provide better tax base as compared to duplexes or single-family homes in this instance.
- X. The design of these townhomes will have the look of a duplex which allows more open space than code required from lot line to lot line for standard townhomes.
- XI. The design also allows for easier access for fire protection than a row of adjoined townhomes or high-rise condominiums.
- XII. Parking requirements are met and adjoining townhomes will have purchase requirements to share parking in front of each building.
- XIII. Landscape requirements are met or exceeded for each individual lot and the Gulf Blvd Beautification Project.
- XIV. Each building is below the Height requirements of this location.

With these points presented, we are ready to answer any questions and further fine tune our proposed development to meet our combined desires for a successful project.

Thank for your consideration,  
In Service,

  
Stanford Knowles Architect  
K+ Architect, Inc.



View of Property



View towards Palm St



View of left adjacent lot



View of right adjacent lot



View to Gulf

Elevation Views from Palm Street



View of adjacent property



View of property and Gulf Blvd buildings



View of lot and adjacent property



View from Gulf Blvd and Palm St

Elevation View to and from Marisol St



View of lot from Marisol St



View from lot towards Marisol St



View of adjacent property and rear of property





View from Gulf Blvd



Front of lot from Gulf Blvd and Marisol St



Front of lot from Gulf Blvd and Marisol St



Front of lot from Gulf Blvd



Front of lot from Gulf Blvd and Palm St

SCALE: 1"=40'

LEGEND	
●	1/2" Iron Pin Set
○	1/2" Iron Pin Found
⊕	Water Meter
M.R.C.C.T. Map Records Cameron County Texas	

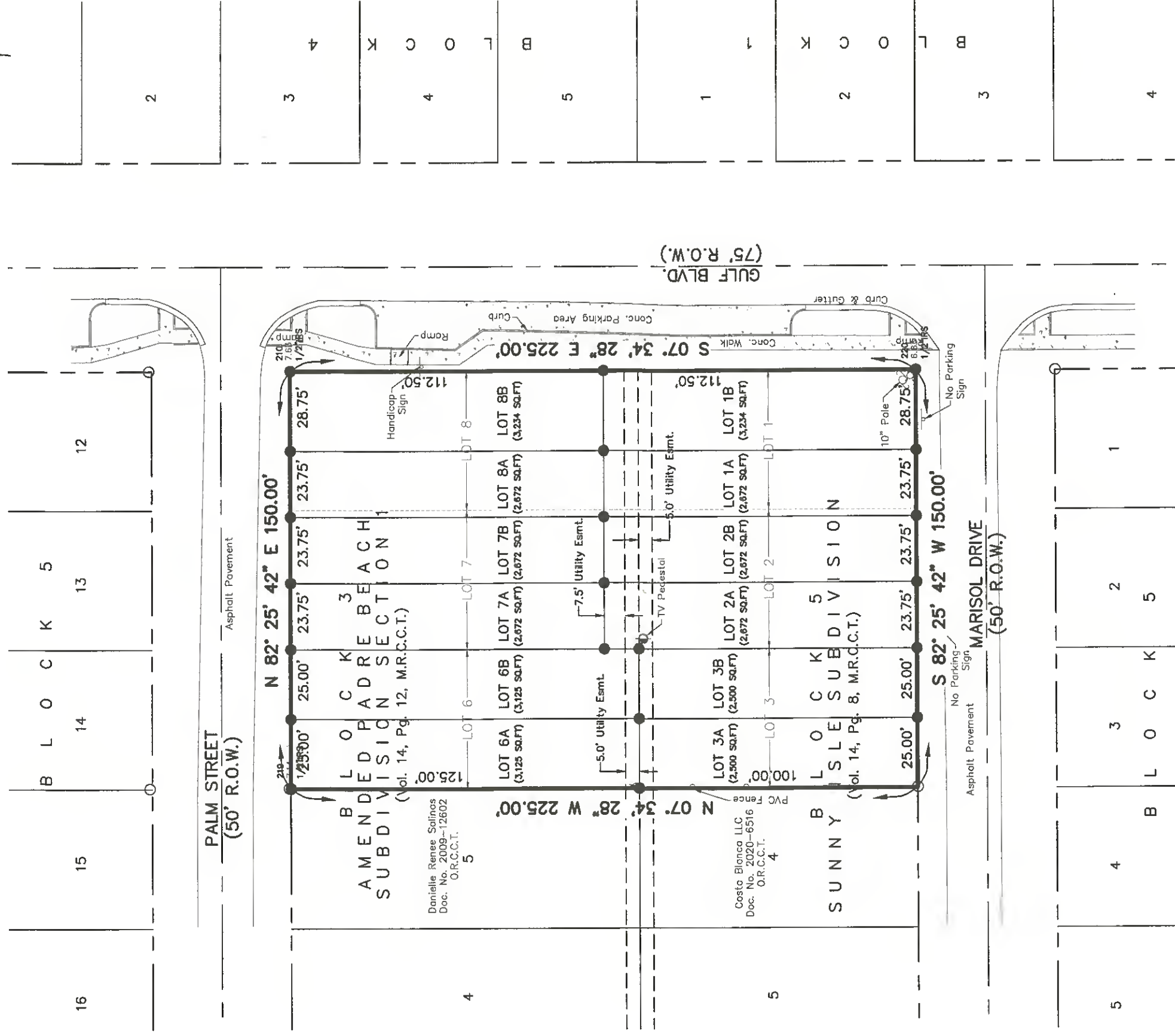


EXHIBIT  
FOR VARIANCE  
OF  
COSTA AZUL SUBDIVISION

**G&M** GUZMAN & MUÑOZ  
ENGINEERING AND SURVEYING, INC.

2020 E. Expressway 83  
Mercedes, Texas 78570  
Phone: (956) 565-4637  
Fax: (956) 565-4636

Texas Registered Engineering Firm F-8017  
TBPLS Firm Registered No. 10087700

JOB NO. S-4495

**CITY OF SOUTH PADRE ISLAND  
BOARD OF ADJUSTMENTS AND APPEALS  
AGENDA REQUEST FORM**

**MEETING DATE:** June 7, 2022

**NAME & TITLE:** Alex Sanchez, Public Works Director

**DEPARTMENT:** Planning/Parks & Rec. Department

**ITEM**

**PUBLIC HEARING:** to discuss a request by LTD SPI, Enrique Garza property owners for a variance from Chapter 20 Zoning, Section 20-14 Parking Regulations, (A) General Regulations (6) Required parking for a non-residential use may be located off-site under the following circumstances: (a) No more than fifty (50) percent of the required parking for the use may be located off-site in accordance with the City's Code of Ordinances. The applicant is requesting to have a maximum of five (5) on-site parking spaces located at 5102 Gulf Blvd. (Lot 1A Block 156 Padre Beach Subdivision, Section X)

**ITEM BACKGROUND**

1. The Chairman opens the Public Hearing by reading the caption from the Board's agenda.
2. The Chairman asks if anyone is present to speak in favor of agenda item.
3. Once everyone in favor has spoken, the Chairman then asks if anyone is present to speak in opposition of agenda item.
4. Once everyone in opposition has had an opportunity to speak, the Chairman will then close the Public Hearing.

Please keep in mind that the Board will normally have discussion and action during the next item on the agenda. The Public Hearing is for the purpose of receiving comments from the public. It is not necessary for the Board Members to respond to the public at this time. If a member of the public raises a question, the members of the Board should make note of it to address during the next discussion and action item after the Public Hearing has been closed.

Staff did not receive any letter for or against.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**





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**Sec. 20-7. District "B"—Multi-family dwelling, apartment, motel, hotel, condominium, townhouse district.**

- (A) Area, width, and depth of lots, sanitation and temporary building provisions are the same as District "A", except Townhouse lots must have a minimum frontage of twenty five (25) feet; a minimum width of twenty-five (25) feet; a minimum depth of one-hundred (100) feet; and a minimum area of two thousand five hundred square feet (2,500 sq. ft.).
- (B) Use Regulations. In District "B", no land shall be used and no buildings shall be erected for or converted to any use other than:
- (1) Single family dwellings, multi-family dwellings; apartment buildings, children's nurseries, hotels, motels, condominiums and Townhouses. Only condominiums, hotels and motels with more than twelve (12) units may have included within the premises such businesses as bars, food establishments, barber shops, beauty parlors and other similar businesses if such business is for the convenience of the occupants of the building and is definitely an integral part of the services of such hotel, condominium or motel.
  - (2) Private clubs, fraternities, sororities and lodges, that operate solely for the benefit of their members; a church; public school; a private or parochial school having a curriculum equivalent to a public elementary or high school.
  - (3) Townhouses.
  - (4) Incidental uses to any of the above specified uses include, but are not limited to, customary home occupations when engaged in by the private dwelling occupant Examples are : a dressmaker, the office of a physician, surgeon or dentist, a musician or artist studio. Said incidental use, however, shall never be permitted as a principal use, but only as a secondary use when indispensably necessary to the enjoyment of the premises by the private dwelling occupant.
  - (5) Special Exceptions: Public Service Facility.
  - (6) Specific Use Permits: Substance Abuse Treatment Facilities, General Hospitals, Special Hospitals, Primary Care Physicians Office, Urgent Care Centers, Dental Clinics may be granted Specific Use Permits in accordance with Section 20-24 Specific Use Permits.
- (C) Height regulations: Up to four (4) standard stories. [see Section 20-7(D)(2) for additional floors authorized]
- (D) Area regulations:
- (1) Front yards: Same as District "A" (minimum of 25 feet) except all lots facing the Gulf of Mexico on the east side and lots fronting the west side right-of-way line of Gulf Boulevard from Section I through Section XII, Padre Beach Subdivision, and all lots in Sunny Isle and Haas Subdivision, may have a front yard depth of not less than ten (10) feet from lot line on the west Gulf Boulevard right-of-way line. The minimum front yard shall be increased one (1) foot for each two (2) feet in height if a building exceeds six (6) standard stories.
  - (2) Side Yards:
    - (a) Same as District "A", excluding lots adjacent to beach access cul-de-sac.
    - (b) Additional Floors Authorized—Additional floors above four standard stories may be permitted if additional setbacks are provided as follows:





5 foot setback from property line for four standard stories. Add four feet to the setback requirement for each additional floor above four standard stories



5 foot setback from property line for four standard stories. Add four feet to the setback on all floors for each floor.

(3) Rear yards:

- (a) Same as District "A" (minimum of 20 feet), except that the structure may have decks and/or balconies extending within 10 feet of the rear property line, as long as said decks or balconies are not enclosed and shall only have such enclosures thereabouts as may be required as a good

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building practice. Any open deck or patio that undertakes to extend beyond the 20 feet rear yard setback within 10 feet of the rear property line as provided for above, shall only be erected or placed in such a manner after a permit specifically therefor is issued by the Building Inspector. The open deck allowed within said area may not in any manner be enclosed, and by way of illustration and not by limitation, such as awnings, shutters, walls or having fixtures or any other type of device other than that which is required as a safety measure under the Building Codes. Any subsequent enclosure on a lawfully extended deck hereunder shall be deemed a violation of this Ordinance.

- (b) Minimum rear yard depth shall be increased one (1) foot for each two (2) feet in height if the building exceeds six (6) standard stories.
- (4) Size of structure: The minimum size of structure is six hundred (600) square feet, except within Padre Beach Section XII, which shall be twelve hundred (1,200) square feet except Blocks 178, 191, and 192 which shall be 2,000 square feet.

(Ord. No. 77E; Ord. No. 96-05, 10-2-1996; Ord. No. 98-04; Ord No. 16-24, 12-7-2016)

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## **Sec. 20-14. Parking Regulations.**

### **(A) General Requirements:**

- (1) No parking garage or structure shall be erected in a required front or side yard.
- (2) The requirement for the provision of eight (8) stacking spaces for any use that will provide a drive through sales facet to its operation to insure that traffic will not back-up onto the public right-of-way.
- (3) Parking lot shall be landscaped in accordance with Section 20-21 Required Landscaping.
- (4) Compact Parking—10 % of the required parking may be compact parking. Compact Parking is defined as parking spaces that are laid out as eight (8) feet by sixteen (16) feet.
- (5) Commercial parking lots are prohibited within Districts "A", "B-2" and "E".

### **(6) Required parking for a non-residential use may be located off-site under the following circumstances:**

- (a) No more than Fifty (50) Percent of the required parking for the use may be located off-site.**
- (b) The off-site parking location must be (1) a contiguous property on the same side of the street as the property upon which the principal use to be served by the off-site parking is located; (2) a property directly across the street from the principal use, but no farther than Ninety (90) feet from the nearest property line of the principal use; or (3) a remote property when valet parking is utilized.
- (c) If the off-site parking lot is located on another street, within Ninety (90) Feet, from the principal use, and the principal use does not abut and have pedestrian access to the proposed off-site parking lot, pedestrian access must be created between the principal use and the off-site parking lot, by means of a private pedestrian easement agreement granted to the Property Owners Association and/or property owner of the principal use. The easement shall be recorded in Cameron County and filed with the City of South Padre Island. A public right-of-way shall not serve as the means for meeting the pedestrian access requirements to install an off-site parking lot established in this section.
- (d) A written agreement, prepared by the applicant and drawn to the satisfaction of the City Attorney, shall be executed by all parties concerned and filed on record in the Office of the Cameron County Recorder as a covenant upon the property upon which the principal use is located, requiring the owners, heirs, or assigns to maintain the required number of off-street parking spaces.
- (e) As a conditional use permit application, said off-site valet parking plan shall be reviewed and recommended by City staff and reviewed by the Planning and Zoning Commission on an individual plan basis and said recommendations will be sent to the City Council for final approval.

### **(B) Number of Parking Required:**

- (1) Amusement uses:
  - (a) Amusement parks and/or uses (especially, outdoor entertainment and recreation facilities) shall be determined by the Planning and Zoning Commission on an individual plan review basis.
  - (b) Amusement (centers, especially indoor facilities) uses shall provide one (1) parking space for each 250 square feet of gross floor area.
- (2) Bowling alleys shall provide off-street parking space at a ratio of two (2) spaces for each alley.

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- (3) Clinics shall provide off-street parking at a ratio of one (1) space for each two hundred and fifty (250) square feet of gross floor area within the structures but in no case shall less than five (5) off-street parking spaces be provided.
  - (4) Dance halls, commercial amusement establishments and skating rinks shall provide off-street parking space at a ratio of one (1) space for each one hundred fifty (150) square feet of gross floor area.
  - (5) Hospitals shall provide off-street parking space on the lot sufficient to accommodate one (1) automobile for each five (5) beds, but in no case shall less than five (5) off-street parking spaces be provided.
  - (6) Hotels and motels shall provide one (1) off-street parking space for each guest bedroom in the building. For hotels and motels erected after August 1, 1994, the number of parking spaces required shall be one (1) off-street parking space for each guest bedroom in the building plus Fifty Percent (50%) of the off-street parking requirements from the various accessory uses operated upon the property, such as restaurant and retail space, computed in accordance with the requirements of Chapter 20 of the Code of Ordinances (Zoning), as if they were principal uses.
  - (7) Multi-family dwellings shall provide two (2) off-street parking spaces per unit; or, may provide parking at a ratio of 1.5 spaces per unit and comply with In-Lieu Parking Fee as an alternative to compliance with the parking standard established in this section. (Ord No. 11-09)
  - (8) Nightclubs shall provide off-street parking space in a ratio of one (1) space for each one hundred and fifty (150) square feet of gross floor area. For nightclubs constructed or converted from other uses after August 1, 1994, off-street parking spaces shall be provided in a ratio of one (1) space for every One Hundred Square feet (100 sq. ft.) of gross floor area.
  - (9) Mixed Use Developments:
    - (a) For the purposes of this section on parking, Mixed Use Developments must contain only: residential uses and retail, office and/or restaurant uses.
    - (b) Parking for residential units will be consistent with the residential and multifamily parking requirements currently in existence; however, each residential unit shall be required to have at least one assigned parking space.
    - (c) Retail and office space shall use a ratio of one (1) parking space for every 250 ft. of gross floor area, including storage rooms and bathrooms.
    - (d) A restaurant use will be required to provide one (1) parking space for every 225 ft. of gross floor area; in no case shall the restaurant floor area equal more than 40% of the total commercial floor area of the development.
    - (e) Off-Street parking for Mixed Use Developments (projects/developments that contain both residential and commercial uses within the same structure) that have uses other than those mentioned in (a) above shall be determined by the Planning and Zoning Commission on a case-by-case basis if the developers wish to propose a Shared Parking arrangement. The Commission may include conditions to these permits and should consider the mix of businesses and uses, the hours of operation, participation and use of the public transportation system, and the condition and use of pedestrian and other mobility infrastructure in the area.
  - (10) Places of assembly shall provide off-street parking space on the lot sufficient to accommodate one (1) automobile for each five (5) seats.
  - (11) Places of Worship shall provide one (1) off-street parking space for each five (5) fixed seats in the sanctuary or auditorium; OR one space for every 100 square feet of floor area within the sanctuary/auditorium, whichever is greater.

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- (12) Private clubs and lodges shall provide off-street parking space in a ratio of one (1) space for each one hundred and fifty (150) square feet of gross floor area in the lodge or club.
  - (13) Restaurants and cafes shall provide off-street parking space in a ratio of one (1) space for each one hundred and fifty (150) square feet of gross floor area. For restaurants and cafes constructed or converted from other uses after August 1, 1994, off-street parking spaces shall be provided in a ratio of one (1) space per One Hundred square feet (100 sq. ft.) of gross floor area.
  - (14) Retail stores and office buildings shall provide off-street parking space in a ratio of one (1) space for each two hundred fifty (250) square feet of gross floor area.
  - (15) Retail, office and service buildings shall provide and maintain off-street facilities for the loading and unloading of merchandise and goods such that no part of the truck or trailer will be in a dedicated street, alley or easement during loading or unloading or parking.
  - (16) Rooming and lodging houses shall provide off-street parking space at the ratio of one (1) space for each two (2) guests for which accommodations are provided.
  - (17) Schools shall provide one off-street parking space for each fifteen (15) students plus one (1) each for each teacher.
  - (18) Single family and Townhouse uses shall provide off-street parking spaces on the lot to accommodate two (2) motor vehicles for each dwelling unit; no supporting member of any garage, carport or any garage structure shall be located within the required front yard.
  - (19) Storage or warehousing units that are freestanding and separate from other uses (buildings) shall provide minimum 0.32 parking spaces per 1,000 square feet of gross floor area. (ITE Trip Generation Manual, 9<sup>th</sup> Edition)
  - (20) Theaters shall provide off-street parking space in a ratio of one (1) space for each five (5) seats.
- (C) *Offsite Parking Design Standards:*
- (1) Streetscape and Perimeter Landscaping
    - (a) Provide a landscaped area at least 3 feet in width between surface parking and all property lines.
    - (b) Edge treatments along streets and other public spaces should visually screen parked vehicles, but not completely obstruct views into and out of the parking lot for the purpose of supporting pedestrian safety and security.
    - (c) For parking lot edges adjacent to streets, parks or other public open space, provide the following:
      - at least one row of shade trees, spaced evenly at intervals ,appropriate to the selected species, for the length of the parking lot edge; and
      - screening, consisting of continuous planting, alone or in combination with a low decorative fence/wall or a landscaped berm. Typically, keep shrubs, fences or walls to a maximum height of thirty inches.
    - (d) Set back screening at least 1' from the edge of public street right-of-way. Screening should not encroach into the public street right-of-way.
    - (e) Install a permanent irrigation system in all landscaped areas. Where possible, collect rainwater from rooftops and other surfaces for plant irrigation. Identify hose bibs, sprinkler outlets, storage reservoirs, and other applicable irrigation elements on the Building Permit. Locate valves and other maintenance controls in discrete, yet accessible areas.
    - (f) Where landscaping might impact motorist pedestrian sight distance, keep shrubs below 24" in height and prune trees so that the lowest branches will be at least 6' above ground level.

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- (g) Ensure overhanging branches of trees or shrubs adjacent to pedestrian pathways maintain a clear headspace of at least 8'.
  - (h) Coordinate tree planting with the location of light standards and other utilities.
- (2) Legally Conforming Non-Conforming Off-Site Parking Lots - Off-site parking lots in existence, at the time of the enactment of this section, that do not conform to the streetscape and perimeter landscaping requirements established in this section shall be considered legally conforming off-site parking lots.
- (D) *Valet Parking:*
- (1) *Conditional Use Permit.* The conditional use permit application shall include a parking plan and program providing the following minimum information:
- (a) The names, addresses, and telephone numbers of the applicant, the property owner, and/or the independent contractor, as applicable;
  - (b) The location, parking space layout, dimension of spaces, number of spaces, drive aisles, valet parking service stands and valet routes (This shall also include the placement of any traffic cones to be used; In determining the location, valet parking will be considered as a commercial parking);
  - (c) The proposed hours and days of operation of the valet parking service;
  - (d) A plan to minimize noise, loitering and trash within and adjacent to the off-site valet parking lot;
  - (e) The drop-off and pick-up areas must be safe from traffic hazards and be adequately posted;
  - (f) Valet parking must be off-street;
  - (g) A current title report or attorney's title opinion showing the ownership of the property: The applicant shall own properties that are related to the proposed developments including both the main development site and the off-street parking lot(s);
  - (h) A signed agreement or other documentation showing that the applicant has a legal right to park vehicles at that off-street location: If the applicant is providing more than the parking spaces that is required by the code, the ownership of the subject off-street parking is not required;
  - (i) A signed agreement or other documentation showing that a contract has been fully executed between the owner and a valet parking service;
  - (j) An authorization letter from the land owner(s), if the application is filed by an applicant's representative; and
  - (k) Proof of insurance.
- (2) *Violations:*
- (a) It shall be an offense to operate a valet parking service within the city on a public right-of-way for maneuvering vehicles without a conditional use permit issued by the city.
  - (b) It shall be an offense if, at a time other than the hours and days of operation authorized in a conditional use permit, anyone operates a valet parking service within the city on a public right-of-way.
- (3) *Denial or Revocation of a Conditional Use Permit; Temporary Suspension.*
- (a) The conditional use permit shall become null and void if:



- 
1. The property owner, and/or the independent contractor fails to comply with the requirements of this article or other applicable law;
  2. The property owner, and/or the independent contractor makes a false statement of material fact or omission on an application for a conditional use permit; or
  3. The City Council determines that the operation of the valet parking service would endanger the public health, safety and/or welfare.
- (b) The City Council, the City Manager, Public Works Director, Police Chief, Fire Chief or their designated representatives may temporarily suspend the operations of a valet parking service if the public right-of-way used by the valet parking service is needed for maintenance, emergency use and/or special events.
- (4) *Standards for Operation of a Valet Parking Services:*
- (a) The applicant shall:
1. Allow only employees and independent contractors who hold a valid state driver's license, and who are covered by the insurance required by this article, to operate any vehicle in connection with the valet parking service;
  2. Not obstruct a pedestrian's use of a sidewalk;
  3. Place no more than one valet parking service stand on the public right-of-way;
  4. Not place nor allow the placement of a sign advertising the valet parking service in the public right-of-way, except as provided in this article; and,
  5. Not park a vehicle on the public right-of-way and shall only an off-street parking location to park a vehicle accepted for valet parking service.
- (b) Except for the authorized hours of operation of a valet parking services, spaces reserved by the valet parking service shall be available for use by the general public on a first-come, first served basis in accordance with posted signs and/or other traffic control devices, except where parking is restricted or prohibited.
- (5) *Valet Parking Service Stands:*
- (a) The applicant may place one valet parking service stand on the public right-of-way at a location approved. The valet parking service stand must be necessary to the general conduct of the valet parking service and shall be used for such purposes, including, but not limited to, the dispatch of valets and the storage of keys, umbrellas and other necessary items.
- (b) A valet parking service stand shall:
1. Not occupy an area of the public right-of-way exceeding four feet in width and four feet in depth;
  2. Not be affixed to the public right-of-way in any manner;
  3. Be removed from the public right-of-way when the valet parking service is not being operated; and
  4. Not unreasonably interfere with pedestrian or vehicular traffic.
- (c) A name and/or logo may be placed on a valet parking service stand for the sole purpose of identifying the valet parking service. The identification of the valet parking service shall be limited to 12 sq. ft.
- (6) *Location of a Valet Parking Service:*

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- (a) Spaces and stands for a valet parking service may not:
    - 1. Be within ten (10) feet of a crosswalk;
    - 2. Be within ten (10) feet of a fire hydrant, fire call box, police or other emergency facility;
    - 3. Be within five (5) feet of a driveway;
    - 4. Be within three (3) feet in front of or fifteen (15) feet behind a sign marking a designated bus stop;
    - 5. Be within five (5) feet of a bus bench; or
    - 6. Reduce the unobstructed space for the passage of pedestrians to less than four (4) feet.
  - (b) The City Manager or his/her designee may require greater distances than those prescribed in this subsection (a) when warranted by special vehicular or pedestrian traffic conditions.
- (7) *Insurance:* (Texas Transportation Code Section 686.004)
- (a) The minimum amounts of motor vehicle liability insurance coverage required to establish financial responsibility are:
    - 1. \$100,000 for bodily injury to or death of one person in one accident;
    - 2. \$300,000 for bodily injury to or death of two or more persons in one accident, subject to the amount provided by Subdivision (1) for bodily injury to or death of one of the persons; and
    - 3. \$50,000 for damage to or destruction of property of others in one accident.
  - (b) The comprehensive general liability insurance must be on a broad form and provide limits of liability for bodily injury and property damage of not less than \$300,000 combined single limit or the equivalent.
  - (c) The garage insurance must provide limits of liability for bodily injury and property damage of not less than \$300,000 combined single limit, or the equivalent, and must provide the following coverages:
    - 1. Comprehensive and collision coverage for physical damage;
    - 2. Coverage for vehicle storage; and
    - 3. Coverage for a vehicle driven by or at the direction of the valet parking service.
- (8) *Indemnification and Hold Harmless.* The applicant, and any independent contractor used by the applicant must execute a written agreement to indemnify and hold harmless the City and its officers and employees against all claims or injury or damage to persona or property arising out of the operation of the valet parking service.
- (9) *Sign and Markings.* The City Manager and/or his/her designee is authorized to place city signs or curb markings at a location permitted for a valet parking service pursuant to this article. The signs and markings shall:
- (a) Indicate that the location is restricted for use by a valet parking service;
  - (b) State the days and hours of operation of the valet parking service; and
  - (c) Include a tow away sign.
- (E) *In-Lieu of Required Parking:*

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- (1) *Bike Rack In-Lieu of Required Parking.* For new development and existing uses and development, On-site Required Parking may be reduced by 1 (One) space, if the property owner elects to install a four unit bike rack. The bike racks shall meet the following conditions:
- (a) Required bicycle parking spaces shall be at least 2 feet by 6 feet, and an access aisle of at least 5 feet shall be provided in each bicycle parking facility. Such space shall have a vertical clearance of at least 6 feet;
  - (b) Bicycle parking facilities shall be located in a clearly designated safe and convenient location on site;
  - (c) The design and location of such facility shall be harmonious with the surrounding environment;
  - (d) The facility location shall be at least as convenient as the majority of auto parking spaces provided;
  - (e) Where applicable, position racks at least three feet from curb ramps to not impede pedestrian movements, especially those with vision or mobility impairments;
  - (f) Do not position racks in loading zones;
  - (g) 20 inch minimum distance between rack and curb;
  - (h) Do not position racks within roadside bus stops;
  - (i) Ensure that a six foot long bicycle can utilize the rack without impeding pedestrians; and
  - (j) Only stainless steel or anodized aluminum bicycle parking racks may be used to satisfy the requirements of this section. Bike racks shall be maintained in a structurally sound and rust free state.
- (2) *In-Lieu Parking Fee.* Multi-Family Dwellings located in District "B" and "B-2" may reduce the required on-site parking by electing to use the In-Lieu Parking Fee Option established in this section.
- (a) *Fee Collection process.* A fee may be paid for multi-family uses in lieu of complying with parking regulations established in the City of South Padre Island, Code of Ordinances, and Chapter 20 Zoning Ordinance. The collection process and the amount of fees for provision of public parking in the Parking System shall be as specified below.
  - (b) *Amount of Fee.*
    - 1. The amount of payment for each required parking space shall be fixed by resolution adopted from time to time by the City Council, but in no case shall exceed the estimated, normal, current cost to the City of providing required parking spaces to serve the contemplated use.
    - 2. Fees paid in accordance with this article are collected to fund a general public parking program and are not intended for any specific improvement project. The fees paid shall be the most current fees as established by the City Council.
    - 3. Any off-street parking requirement satisfied in this manner shall run with the land, and any subsequent change of use that requires more parking shall require subsequent action to satisfy the additional parking requirement.
  - (c) *Time of Collection of Fees.* Fees for all development projects for which payment of fees in lieu of on-site parking is desired shall be paid prior to the issuance of building permits. Fees for development projects which do not require building permits shall be paid before any other applicable City approval is made final.

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- (d) *Use of Fee.* The fees collected shall be used for the following purpose: to construct or provide new public parking spaces.
  - (e) *Current Fee Schedule.* The City Secretary shall maintain the current fee schedule. The City Secretary shall make the current fee schedule available for public review upon request.
  - (f) *Trust Fund.* An interest-bearing trust fund shall be maintained exclusively for the development of the City of South Padre Island Parking System. These trust funds and interest earned by these trust funds shall be used solely for the development of the City of South Padre Island Parking System. Upon receipt by the City of South Padre Island, fees collected shall be deposited in the appropriate Parking trust fund.
  - (g) *Phasing.* If a project is phased, payment of fees pursuant to this article may be similarly phased as agreed upon between the applicant and the Director of Transit and Development.
  - (h) *Termination.* If this fee program is terminated, any excess funds collected prior to dissolution of this fee program shall be used within City of South Padre Island Parking System.
- (F) *Uses Affecting Parking Areas.*
- (a) Parking areas—diminishing by commercial display, etc. prohibited. No person, party or entity may display any wares or merchandise or make any other use of the parking area located upon their property, if said display or use will cause the number of parking spaces to be less than those currently required. In no event may any person make use of the parking area which would effectively cause said property to have less than the minimum legally required parking spaces for the particular property use as is currently required by other ordinances and codes of the City.
  - (b) No conversion of use unless parking requirements met. No person, party or entity shall convert or change the use of property without also meeting the current required parking requirements for that particular use.
  - (c) No expansion unless parking requirements met. No person, party or entity may expand, convert or add to any existing use of property without the same meeting the current requirements of parking spaces for the property.
- (G) Reduction of Required Parking. Commercial use properties for which a Building Permit has been granted prior to August 26, 2003, may substitute up to twenty percent (20%) of their required parking spaces for landscaping.

(Ord. No. 77A, 7-1-1981; Ord. No. 92, 9-2-1981; Ord. No. 07-19, 10-17-2008)

**CITY OF SOUTH PADRE ISLAND  
BOARD OF ADJUSTMENTS AND APPEALS  
AGENDA REQUEST FORM**

**MEETING DATE:** June 7, 2022

**NAME & TITLE:** Alex Sanchez, Public Works Director

**DEPARTMENT:** Planning/Parks & Rec. Department

**ITEM**

**DISCUSSION AND ACTION:** to discuss a request by LTD SPI, Enrique Garza property owners for a variance from Chapter 20 Zoning, Section 20-14 Parking Regulations, (A) General Regulations (6) Required parking for a non-residential use may be located off-site under the following circumstances: (a) No more than fifty (50) percent of the required parking for the use may be located off-site in accordance with the City's Code of Ordinances. The applicant is requesting to have a maximum of five (5) on-site parking spaces located at 5102 Gulf Blvd. (Lot 1A Block 156 Padre Beach Subdivision, Section X)

**ITEM BACKGROUND**

The applicant is requesting to have a maximum of five (5) on-site parking spaces for the proposed new construction on Lot 1A Block 156, Padre Beach Subdivision, Section X. The subject property is located on the east side of Gulf Blvd and is zoned District "B" Multi-family dwelling, apartment, motel, hotel, condominium, townhouse district.

Notice of variance request was placed in the Port Isabel/South Padre Island Press that ran on Thursday, May 24, 2022, and notices to property owners within two-hundred (200) feet of the subject property were mailed out on Wednesday, May 18, 2022 informing them of the variance request.

Staff did not receive any letters for or against proposed request.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

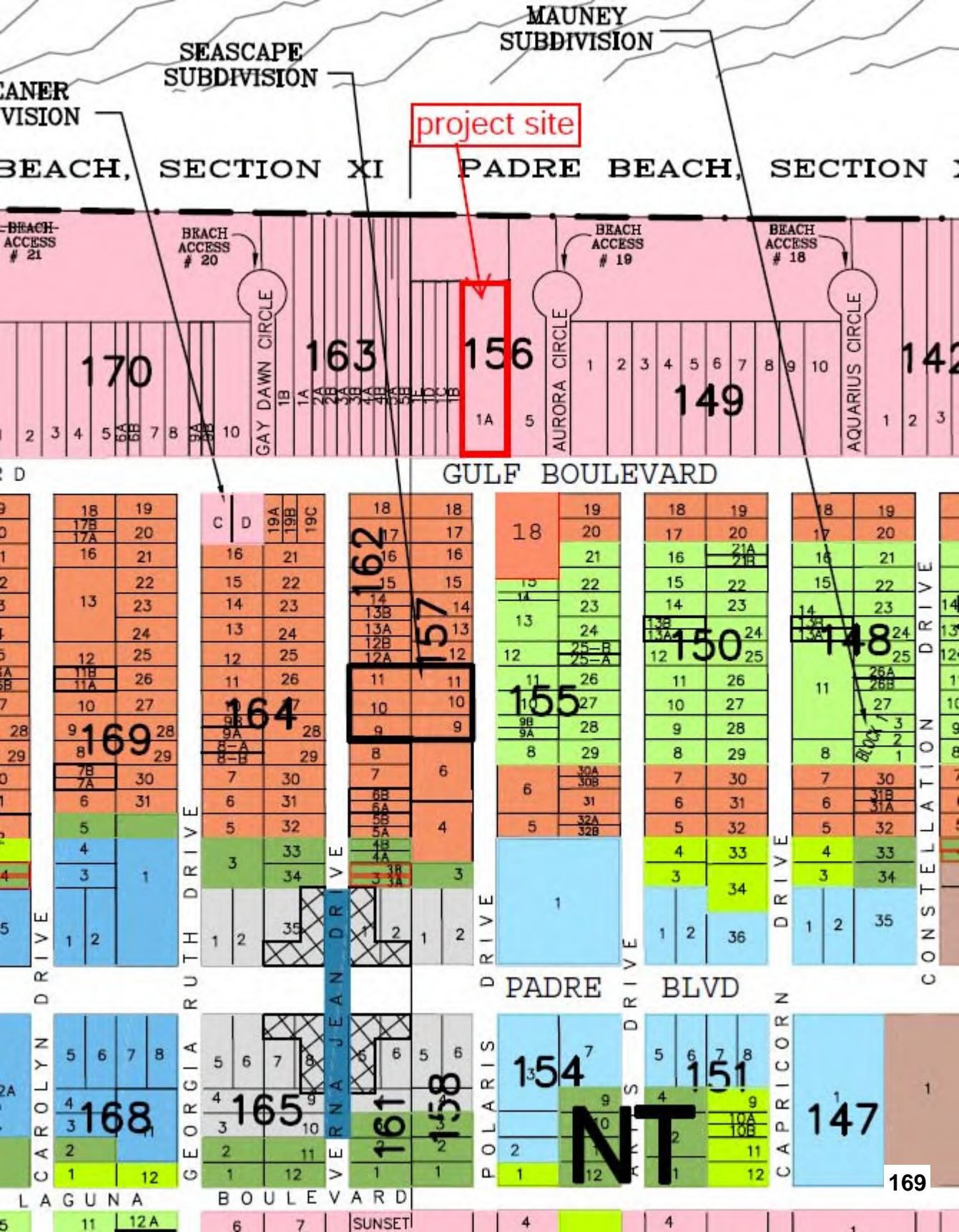
Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**

The Board should establish the hardship(s), if any, that would serve as justification for this request. Finances and/or mere inconvenience are insufficient based for the granting of a variance. Staff would also like to remind the Board that variances run with the property, not with the owner. So, should something happen to the structure that it is removed or destroyed, any variances granted would allow the owner to rebuild according to previously granted variances instead of bringing the new structure up to current code. Please remember to state for the record your reason(s) for denial, or the hardship(s) involved that allows(s) you to approve the applicant.





SEASCAPE  
SUBDIVISION

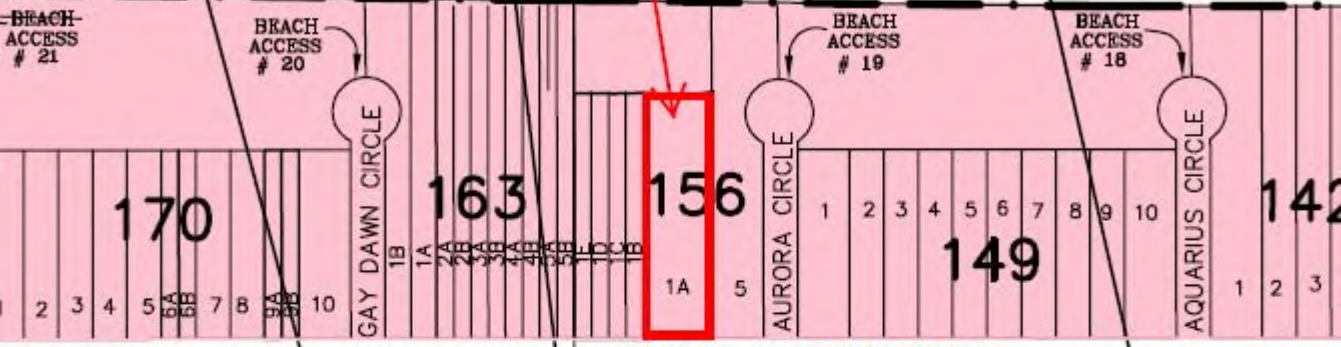
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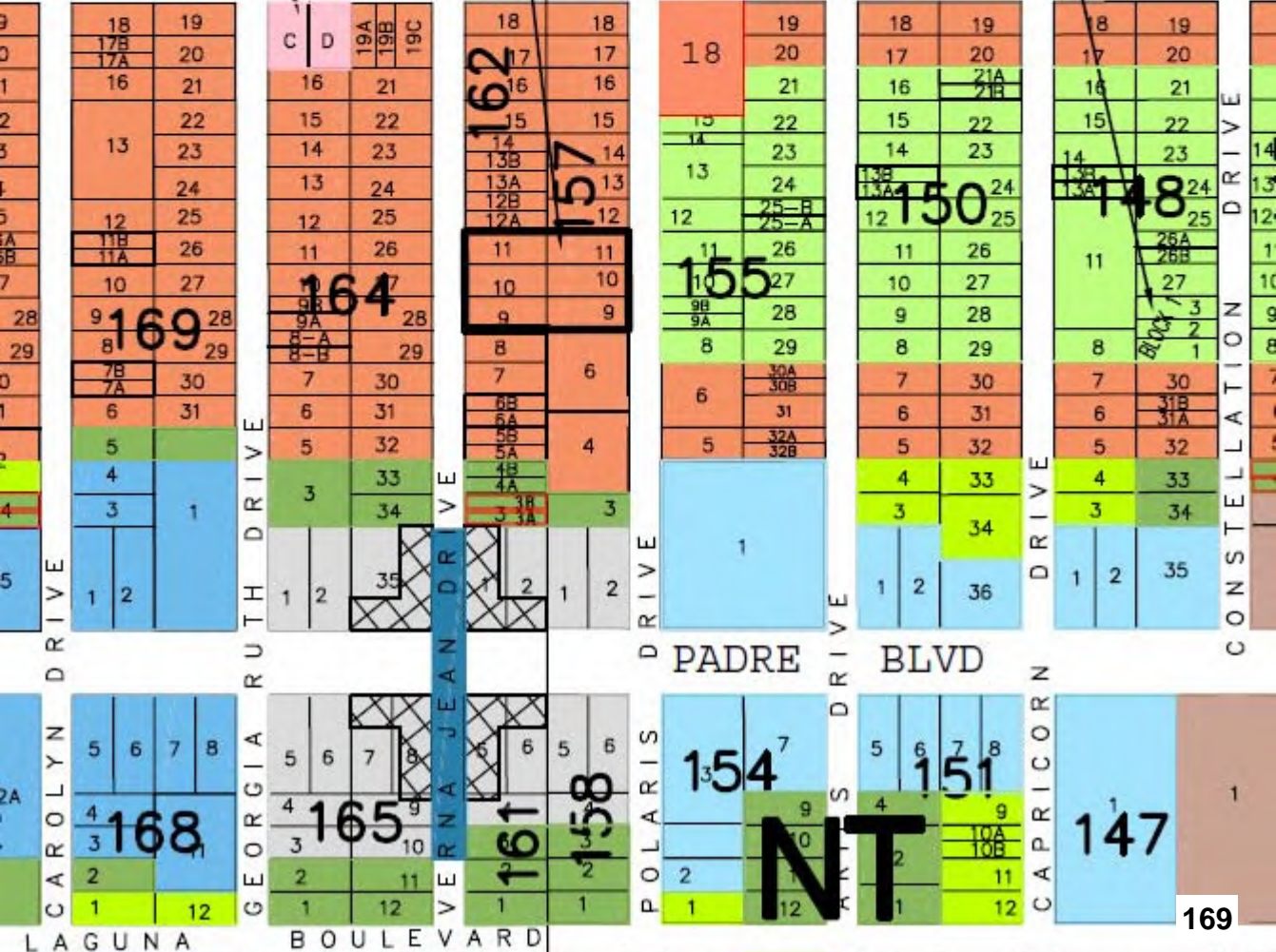
project site

BEACH, SECTION XI

PADRE BEACH, SECTION XII



GULF BOULEVARD



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**Sec. 20-7. District "B"—Multi-family dwelling, apartment, motel, hotel, condominium, townhouse district.**

- (A) Area, width, and depth of lots, sanitation and temporary building provisions are the same as District "A", except Townhouse lots must have a minimum frontage of twenty five (25) feet; a minimum width of twenty-five (25) feet; a minimum depth of one-hundred (100) feet; and a minimum area of two thousand five hundred square feet (2,500 sq. ft.).
- (B) Use Regulations. In District "B", no land shall be used and no buildings shall be erected for or converted to any use other than:
- (1) Single family dwellings, multi-family dwellings; apartment buildings, children's nurseries, hotels, motels, condominiums and Townhouses. Only condominiums, hotels and motels with more than twelve (12) units may have included within the premises such businesses as bars, food establishments, barber shops, beauty parlors and other similar businesses if such business is for the convenience of the occupants of the building and is definitely an integral part of the services of such hotel, condominium or motel.
  - (2) Private clubs, fraternities, sororities and lodges, that operate solely for the benefit of their members; a church; public school; a private or parochial school having a curriculum equivalent to a public elementary or high school.
  - (3) Townhouses.
  - (4) Incidental uses to any of the above specified uses include, but are not limited to, customary home occupations when engaged in by the private dwelling occupant Examples are : a dressmaker, the office of a physician, surgeon or dentist, a musician or artist studio. Said incidental use, however, shall never be permitted as a principal use, but only as a secondary use when indispensably necessary to the enjoyment of the premises by the private dwelling occupant.
  - (5) Special Exceptions: Public Service Facility.
  - (6) Specific Use Permits: Substance Abuse Treatment Facilities, General Hospitals, Special Hospitals, Primary Care Physicians Office, Urgent Care Centers, Dental Clinics may be granted Specific Use Permits in accordance with Section 20-24 Specific Use Permits.
- (C) Height regulations: Up to four (4) standard stories. [see Section 20-7(D)(2) for additional floors authorized]
- (D) Area regulations:
- (1) Front yards: Same as District "A" (minimum of 25 feet) except all lots facing the Gulf of Mexico on the east side and lots fronting the west side right-of-way line of Gulf Boulevard from Section I through Section XII, Padre Beach Subdivision, and all lots in Sunny Isle and Haas Subdivision, may have a front yard depth of not less than ten (10) feet from lot line on the west Gulf Boulevard right-of-way line. The minimum front yard shall be increased one (1) foot for each two (2) feet in height if a building exceeds six (6) standard stories.
  - (2) Side Yards:
    - (a) Same as District "A", excluding lots adjacent to beach access cul-de-sac.
    - (b) Additional Floors Authorized—Additional floors above four standard stories may be permitted if additional setbacks are provided as follows:



5 foot setback from property line for four standard stories. Add four feet to the setback requirement for each additional floor above four standard stories



5 foot setback from property line for four standard stories. Add four feet to the setback on all floors for each floor.

(3) Rear yards:

- (a) Same as District "A" (minimum of 20 feet), except that the structure may have decks and/or balconies extending within 10 feet of the rear property line, as long as said decks or balconies are not enclosed and shall only have such enclosures thereabouts as may be required as a good

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building practice. Any open deck or patio that undertakes to extend beyond the 20 feet rear yard setback within 10 feet of the rear property line as provided for above, shall only be erected or placed in such a manner after a permit specifically therefor is issued by the Building Inspector. The open deck allowed within said area may not in any manner be enclosed, and by way of illustration and not by limitation, such as awnings, shutters, walls or having fixtures or any other type of device other than that which is required as a safety measure under the Building Codes. Any subsequent enclosure on a lawfully extended deck hereunder shall be deemed a violation of this Ordinance.

- (b) Minimum rear yard depth shall be increased one (1) foot for each two (2) feet in height if the building exceeds six (6) standard stories.
- (4) Size of structure: The minimum size of structure is six hundred (600) square feet, except within Padre Beach Section XII, which shall be twelve hundred (1,200) square feet except Blocks 178, 191, and 192 which shall be 2,000 square feet.

(Ord. No. 77E; Ord. No. 96-05, 10-2-1996; Ord. No. 98-04; Ord No. 16-24, 12-7-2016)

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## **Sec. 20-14. Parking Regulations.**

### **(A) General Requirements:**

- (1) No parking garage or structure shall be erected in a required front or side yard.
- (2) The requirement for the provision of eight (8) stacking spaces for any use that will provide a drive through sales facet to its operation to insure that traffic will not back-up onto the public right-of-way.
- (3) Parking lot shall be landscaped in accordance with Section 20-21 Required Landscaping.
- (4) Compact Parking—10 % of the required parking may be compact parking. Compact Parking is defined as parking spaces that are laid out as eight (8) feet by sixteen (16) feet.
- (5) Commercial parking lots are prohibited within Districts "A", "B-2" and "E".

### **(6) Required parking for a non-residential use may be located off-site under the following circumstances:**

- (a) No more than Fifty (50) Percent of the required parking for the use may be located off-site.**
- (b) The off-site parking location must be (1) a contiguous property on the same side of the street as the property upon which the principal use to be served by the off-site parking is located; (2) a property directly across the street from the principal use, but no farther than Ninety (90) feet from the nearest property line of the principal use; or (3) a remote property when valet parking is utilized.
- (c) If the off-site parking lot is located on another street, within Ninety (90) Feet, from the principal use, and the principal use does not abut and have pedestrian access to the proposed off-site parking lot, pedestrian access must be created between the principal use and the off-site parking lot, by means of a private pedestrian easement agreement granted to the Property Owners Association and/or property owner of the principal use. The easement shall be recorded in Cameron County and filed with the City of South Padre Island. A public right-of-way shall not serve as the means for meeting the pedestrian access requirements to install an off-site parking lot established in this section.
- (d) A written agreement, prepared by the applicant and drawn to the satisfaction of the City Attorney, shall be executed by all parties concerned and filed on record in the Office of the Cameron County Recorder as a covenant upon the property upon which the principal use is located, requiring the owners, heirs, or assigns to maintain the required number of off-street parking spaces.
- (e) As a conditional use permit application, said off-site valet parking plan shall be reviewed and recommended by City staff and reviewed by the Planning and Zoning Commission on an individual plan basis and said recommendations will be sent to the City Council for final approval.

### **(B) Number of Parking Required:**

- (1) Amusement uses:
  - (a) Amusement parks and/or uses (especially, outdoor entertainment and recreation facilities) shall be determined by the Planning and Zoning Commission on an individual plan review basis.
  - (b) Amusement (centers, especially indoor facilities) uses shall provide one (1) parking space for each 250 square feet of gross floor area.
- (2) Bowling alleys shall provide off-street parking space at a ratio of two (2) spaces for each alley.

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- (3) Clinics shall provide off-street parking at a ratio of one (1) space for each two hundred and fifty (250) square feet of gross floor area within the structures but in no case shall less than five (5) off-street parking spaces be provided.
  - (4) Dance halls, commercial amusement establishments and skating rinks shall provide off-street parking space at a ratio of one (1) space for each one hundred fifty (150) square feet of gross floor area.
  - (5) Hospitals shall provide off-street parking space on the lot sufficient to accommodate one (1) automobile for each five (5) beds, but in no case shall less than five (5) off-street parking spaces be provided.
  - (6) Hotels and motels shall provide one (1) off-street parking space for each guest bedroom in the building. For hotels and motels erected after August 1, 1994, the number of parking spaces required shall be one (1) off-street parking space for each guest bedroom in the building plus Fifty Percent (50%) of the off-street parking requirements from the various accessory uses operated upon the property, such as restaurant and retail space, computed in accordance with the requirements of Chapter 20 of the Code of Ordinances (Zoning), as if they were principal uses.
  - (7) Multi-family dwellings shall provide two (2) off-street parking spaces per unit; or, may provide parking at a ratio of 1.5 spaces per unit and comply with In-Lieu Parking Fee as an alternative to compliance with the parking standard established in this section. (Ord No. 11-09)
  - (8) Nightclubs shall provide off-street parking space in a ratio of one (1) space for each one hundred and fifty (150) square feet of gross floor area. For nightclubs constructed or converted from other uses after August 1, 1994, off-street parking spaces shall be provided in a ratio of one (1) space for every One Hundred Square feet (100 sq. ft.) of gross floor area.
  - (9) Mixed Use Developments:
    - (a) For the purposes of this section on parking, Mixed Use Developments must contain only: residential uses and retail, office and/or restaurant uses.
    - (b) Parking for residential units will be consistent with the residential and multifamily parking requirements currently in existence; however, each residential unit shall be required to have at least one assigned parking space.
    - (c) Retail and office space shall use a ratio of one (1) parking space for every 250 ft. of gross floor area, including storage rooms and bathrooms.
    - (d) A restaurant use will be required to provide one (1) parking space for every 225 ft. of gross floor area; in no case shall the restaurant floor area equal more than 40% of the total commercial floor area of the development.
    - (e) Off-Street parking for Mixed Use Developments (projects/developments that contain both residential and commercial uses within the same structure) that have uses other than those mentioned in (a) above shall be determined by the Planning and Zoning Commission on a case-by-case basis if the developers wish to propose a Shared Parking arrangement. The Commission may include conditions to these permits and should consider the mix of businesses and uses, the hours of operation, participation and use of the public transportation system, and the condition and use of pedestrian and other mobility infrastructure in the area.
  - (10) Places of assembly shall provide off-street parking space on the lot sufficient to accommodate one (1) automobile for each five (5) seats.
  - (11) Places of Worship shall provide one (1) off-street parking space for each five (5) fixed seats in the sanctuary or auditorium; OR one space for every 100 square feet of floor area within the sanctuary/auditorium, whichever is greater.

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- (12) Private clubs and lodges shall provide off-street parking space in a ratio of one (1) space for each one hundred and fifty (150) square feet of gross floor area in the lodge or club.
  - (13) Restaurants and cafes shall provide off-street parking space in a ratio of one (1) space for each one hundred and fifty (150) square feet of gross floor area. For restaurants and cafes constructed or converted from other uses after August 1, 1994, off-street parking spaces shall be provided in a ratio of one (1) space per One Hundred square feet (100 sq. ft.) of gross floor area.
  - (14) Retail stores and office buildings shall provide off-street parking space in a ratio of one (1) space for each two hundred fifty (250) square feet of gross floor area.
  - (15) Retail, office and service buildings shall provide and maintain off-street facilities for the loading and unloading of merchandise and goods such that no part of the truck or trailer will be in a dedicated street, alley or easement during loading or unloading or parking.
  - (16) Rooming and lodging houses shall provide off-street parking space at the ratio of one (1) space for each two (2) guests for which accommodations are provided.
  - (17) Schools shall provide one off-street parking space for each fifteen (15) students plus one (1) each for each teacher.
  - (18) Single family and Townhouse uses shall provide off-street parking spaces on the lot to accommodate two (2) motor vehicles for each dwelling unit; no supporting member of any garage, carport or any garage structure shall be located within the required front yard.
  - (19) Storage or warehousing units that are freestanding and separate from other uses (buildings) shall provide minimum 0.32 parking spaces per 1,000 square feet of gross floor area. (ITE Trip Generation Manual, 9<sup>th</sup> Edition)
  - (20) Theaters shall provide off-street parking space in a ratio of one (1) space for each five (5) seats.
- (C) *Offsite Parking Design Standards:*
- (1) Streetscape and Perimeter Landscaping
    - (a) Provide a landscaped area at least 3 feet in width between surface parking and all property lines.
    - (b) Edge treatments along streets and other public spaces should visually screen parked vehicles, but not completely obstruct views into and out of the parking lot for the purpose of supporting pedestrian safety and security.
    - (c) For parking lot edges adjacent to streets, parks or other public open space, provide the following:
      - at least one row of shade trees, spaced evenly at intervals ,appropriate to the selected species, for the length of the parking lot edge; and
      - screening, consisting of continuous planting, alone or in combination with a low decorative fence/wall or a landscaped berm. Typically, keep shrubs, fences or walls to a maximum height of thirty inches.
    - (d) Set back screening at least 1' from the edge of public street right-of-way. Screening should not encroach into the public street right-of-way.
    - (e) Install a permanent irrigation system in all landscaped areas. Where possible, collect rainwater from rooftops and other surfaces for plant irrigation. Identify hose bibs, sprinkler outlets, storage reservoirs, and other applicable irrigation elements on the Building Permit. Locate valves and other maintenance controls in discrete, yet accessible areas.
    - (f) Where landscaping might impact motorist pedestrian sight distance, keep shrubs below 24" in height and prune trees so that the lowest branches will be at least 6' above ground level.



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- (g) Ensure overhanging branches of trees or shrubs adjacent to pedestrian pathways maintain a clear headspace of at least 8'.
  - (h) Coordinate tree planting with the location of light standards and other utilities.
- (2) Legally Conforming Non-Conforming Off-Site Parking Lots - Off- site parking lots in existence, at the time of the enactment of this section, that do not conform to the streetscape and perimeter landscaping requirements established in this section shall be considered legally conforming off- site parking lots.
- (D) *Valet Parking:*
- (1) *Conditional Use Permit.* The conditional use permit application shall include a parking plan and program providing the following minimum information:
- (a) The names, addresses, and telephone numbers of the applicant, the property owner, and/or the independent contractor, as applicable;
  - (b) The location, parking space layout, dimension of spaces, number of spaces, drive aisles, valet parking service stands and valet routes (This shall also include the placement of any traffic cones to be used; In determining the location, valet parking will be considered as a commercial parking);
  - (c) The proposed hours and days of operation of the valet parking service;
  - (d) A plan to minimize noise, loitering and trash within and adjacent to the off-site valet parking lot;
  - (e) The drop-off and pick-up areas must be safe from traffic hazards and be adequately posted;
  - (f) Valet parking must be off-street;
  - (g) A current title report or attorney's title opinion showing the ownership of the property: The applicant shall own properties that are related to the proposed developments including both the main development site and the off-street parking lot(s);
  - (h) A signed agreement or other documentation showing that the applicant has a legal right to park vehicles at that off-street location: If the applicant is providing more than the parking spaces that is required by the code, the ownership of the subject off-street parking is not required;
  - (i) A signed agreement or other documentation showing that a contract has been fully executed between the owner and a valet parking service;
  - (j) An authorization letter from the land owner(s), if the application is filed by an applicant's representative; and
  - (k) Proof of insurance.
- (2) *Violations:*
- (a) It shall be an offense to operate a valet parking service within the city on a public right-of-way for maneuvering vehicles without a conditional use permit issued by the city.
  - (b) It shall be an offense if, at a time other than the hours and days of operation authorized in a conditional use permit, anyone operates a valet parking service within the city on a public right-of-way.
- (3) *Denial or Revocation of a Conditional Use Permit; Temporary Suspension.*
- (a) The conditional use permit shall become null and void if:

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1. The property owner, and/or the independent contractor fails to comply with the requirements of this article or other applicable law;
  2. The property owner, and/or the independent contractor makes a false statement of material fact or omission on an application for a conditional use permit; or
  3. The City Council determines that the operation of the valet parking service would endanger the public health, safety and/or welfare.
- (b) The City Council, the City Manager, Public Works Director, Police Chief, Fire Chief or their designated representatives may temporarily suspend the operations of a valet parking service if the public right-of-way used by the valet parking service is needed for maintenance, emergency use and/or special events.
- (4) *Standards for Operation of a Valet Parking Services:*
- (a) The applicant shall:
1. Allow only employees and independent contractors who hold a valid state driver's license, and who are covered by the insurance required by this article, to operate any vehicle in connection with the valet parking service;
  2. Not obstruct a pedestrian's use of a sidewalk;
  3. Place no more than one valet parking service stand on the public right-of-way;
  4. Not place nor allow the placement of a sign advertising the valet parking service in the public right-of-way, except as provided in this article; and,
  5. Not park a vehicle on the public right-of-way and shall only an off-street parking location to park a vehicle accepted for valet parking service.
- (b) Except for the authorized hours of operation of a valet parking services, spaces reserved by the valet parking service shall be available for use by the general public on a first-come, first served basis in accordance with posted signs and/or other traffic control devices, except where parking is restricted or prohibited.
- (5) *Valet Parking Service Stands:*
- (a) The applicant may place one valet parking service stand on the public right-of-way at a location approved. The valet parking service stand must be necessary to the general conduct of the valet parking service and shall be used for such purposes, including, but not limited to, the dispatch of valets and the storage of keys, umbrellas and other necessary items.
- (b) A valet parking service stand shall:
1. Not occupy an area of the public right-of-way exceeding four feet in width and four feet in depth;
  2. Not be affixed to the public right-of-way in any manner;
  3. Be removed from the public right-of-way when the valet parking service is not being operated; and
  4. Not unreasonably interfere with pedestrian or vehicular traffic.
- (c) A name and/or logo may be placed on a valet parking service stand for the sole purpose of identifying the valet parking service. The identification of the valet parking service shall be limited to 12 sq. ft.
- (6) *Location of a Valet Parking Service:*

- 
- (a) Spaces and stands for a valet parking service may not:
    - 1. Be within ten (10) feet of a crosswalk;
    - 2. Be within ten (10) feet of a fire hydrant, fire call box, police or other emergency facility;
    - 3. Be within five (5) feet of a driveway;
    - 4. Be within three (3) feet in front of or fifteen (15) feet behind a sign marking a designated bus stop;
    - 5. Be within five (5) feet of a bus bench; or
    - 6. Reduce the unobstructed space for the passage of pedestrians to less than four (4) feet.
  - (b) The City Manager or his/her designee may require greater distances than those prescribed in this subsection (a) when warranted by special vehicular or pedestrian traffic conditions.
- (7) *Insurance:* (Texas Transportation Code Section 686.004)
- (a) The minimum amounts of motor vehicle liability insurance coverage required to establish financial responsibility are:
    - 1. \$100,000 for bodily injury to or death of one person in one accident;
    - 2. \$300,000 for bodily injury to or death of two or more persons in one accident, subject to the amount provided by Subdivision (1) for bodily injury to or death of one of the persons; and
    - 3. \$50,000 for damage to or destruction of property of others in one accident.
  - (b) The comprehensive general liability insurance must be on a broad form and provide limits of liability for bodily injury and property damage of not less than \$300,000 combined single limit or the equivalent.
  - (c) The garage insurance must provide limits of liability for bodily injury and property damage of not less than \$300,000 combined single limit, or the equivalent, and must provide the following coverages:
    - 1. Comprehensive and collision coverage for physical damage;
    - 2. Coverage for vehicle storage; and
    - 3. Coverage for a vehicle driven by or at the direction of the valet parking service.
- (8) *Indemnification and Hold Harmless.* The applicant, and any independent contractor used by the applicant must execute a written agreement to indemnify and hold harmless the City and its officers and employees against all claims or injury or damage to persona or property arising out of the operation of the valet parking service.
- (9) *Sign and Markings.* The City Manager and/or his/her designee is authorized to place city signs or curb markings at a location permitted for a valet parking service pursuant to this article. The signs and markings shall:
- (a) Indicate that the location is restricted for use by a valet parking service;
  - (b) State the days and hours of operation of the valet parking service; and
  - (c) Include a tow away sign.
- (E) *In-Lieu of Required Parking:*

- 
- (1) *Bike Rack In-Lieu of Required Parking.* For new development and existing uses and development, On-site Required Parking may be reduced by 1 (One) space, if the property owner elects to install a four unit bike rack. The bike racks shall meet the following conditions:
- (a) Required bicycle parking spaces shall be at least 2 feet by 6 feet, and an access aisle of at least 5 feet shall be provided in each bicycle parking facility. Such space shall have a vertical clearance of at least 6 feet;
  - (b) Bicycle parking facilities shall be located in a clearly designated safe and convenient location on site;
  - (c) The design and location of such facility shall be harmonious with the surrounding environment;
  - (d) The facility location shall be at least as convenient as the majority of auto parking spaces provided;
  - (e) Where applicable, position racks at least three feet from curb ramps to not impede pedestrian movements, especially those with vision or mobility impairments;
  - (f) Do not position racks in loading zones;
  - (g) 20 inch minimum distance between rack and curb;
  - (h) Do not position racks within roadside bus stops;
  - (i) Ensure that a six foot long bicycle can utilize the rack without impeding pedestrians; and
  - (j) Only stainless steel or anodized aluminum bicycle parking racks may be used to satisfy the requirements of this section. Bike racks shall be maintained in a structurally sound and rust free state.
- (2) *In-Lieu Parking Fee.* Multi-Family Dwellings located in District "B" and "B-2" may reduce the required on-site parking by electing to use the In-Lieu Parking Fee Option established in this section.
- (a) *Fee Collection process.* A fee may be paid for multi-family uses in lieu of complying with parking regulations established in the City of South Padre Island, Code of Ordinances, and Chapter 20 Zoning Ordinance. The collection process and the amount of fees for provision of public parking in the Parking System shall be as specified below.
  - (b) *Amount of Fee.*
    - 1. The amount of payment for each required parking space shall be fixed by resolution adopted from time to time by the City Council, but in no case shall exceed the estimated, normal, current cost to the City of providing required parking spaces to serve the contemplated use.
    - 2. Fees paid in accordance with this article are collected to fund a general public parking program and are not intended for any specific improvement project. The fees paid shall be the most current fees as established by the City Council.
    - 3. Any off-street parking requirement satisfied in this manner shall run with the land, and any subsequent change of use that requires more parking shall require subsequent action to satisfy the additional parking requirement.
  - (c) *Time of Collection of Fees.* Fees for all development projects for which payment of fees in lieu of on-site parking is desired shall be paid prior to the issuance of building permits. Fees for development projects which do not require building permits shall be paid before any other applicable City approval is made final.

- 
- (d) *Use of Fee.* The fees collected shall be used for the following purpose: to construct or provide new public parking spaces.
  - (e) *Current Fee Schedule.* The City Secretary shall maintain the current fee schedule. The City Secretary shall make the current fee schedule available for public review upon request.
  - (f) *Trust Fund.* An interest-bearing trust fund shall be maintained exclusively for the development of the City of South Padre Island Parking System. These trust funds and interest earned by these trust funds shall be used solely for the development of the City of South Padre Island Parking System. Upon receipt by the City of South Padre Island, fees collected shall be deposited in the appropriate Parking trust fund.
  - (g) *Phasing.* If a project is phased, payment of fees pursuant to this article may be similarly phased as agreed upon between the applicant and the Director of Transit and Development.
  - (h) *Termination.* If this fee program is terminated, any excess funds collected prior to dissolution of this fee program shall be used within City of South Padre Island Parking System.
- (F) *Uses Affecting Parking Areas.*
- (a) Parking areas—diminishing by commercial display, etc. prohibited. No person, party or entity may display any wares or merchandise or make any other use of the parking area located upon their property, if said display or use will cause the number of parking spaces to be less than those currently required. In no event may any person make use of the parking area which would effectively cause said property to have less than the minimum legally required parking spaces for the particular property use as is currently required by other ordinances and codes of the City.
  - (b) No conversion of use unless parking requirements met. No person, party or entity shall convert or change the use of property without also meeting the current required parking requirements for that particular use.
  - (c) No expansion unless parking requirements met. No person, party or entity may expand, convert or add to any existing use of property without the same meeting the current requirements of parking spaces for the property.
- (G) Reduction of Required Parking. Commercial use properties for which a Building Permit has been granted prior to August 26, 2003, may substitute up to twenty percent (20%) of their required parking spaces for landscaping.

(Ord. No. 77A, 7-1-1981; Ord. No. 92, 9-2-1981; Ord. No. 07-19, 10-17-2008)



# CITY OF SOUTH PADRE ISLAND BOARD OF ADJUSTMENT & APPEALS APPLICATION

- \$250 variance     Special Exception Use (Sec. 20-16.1)  
 Administrative Appeal

### APPLICANT INFORMATION

Name LTD SPI  
Mailing Address 505 E Interstate 2  
City, State, Zip Pharr, TX 78577  
Phone number 956.551.7664  
Fax number \_\_\_\_\_  
E-mail Address egarza@ebmerit.com

### OWNER INFORMATION

Name Enrique Garza  
Mailing address 505 E Interstate 2  
City, State, Zip Pharr, TX 78577  
Phone number 956.551.7664  
Fax number \_\_\_\_\_  
Email Address egarza@ebmerit.com

### SITE LOCATION FOR REQUEST:

Physical Address (Street Name & Number): 5102 Gulf Blvd.

Legal Description (Lot / Block / Subdivision): Lot 1 A Blk 156 Sec. X/Lot 16, 17, 18 Blk 162 Sec XI, Lot 19, 20 Blk 157 Sec X

I hereby request the following from the Board of Adjustment and Appeals: We request variance for parking required on-site. We propose 90+ parking spaces less than 90 feet from the entrance with landscape and hard scape in the front in lieu of on-site parking.

In addition, the application requires the submission of the following:

- ◇ \$250 application fee per variance, special exception, and appeal request.
- ◇ Stamped/Sealed & dated survey of Improvements of the Subject Property.
- ◇ Copy of Floor Plan of structure proposed to be constructed or expanded.
- ◇ Current/recent photographs of the site.
- ◇ And any additional information to more clearly understand the request.

For Internal use only:
Amount Paid: _____
Paid Cash or Check No. _____
Date Received: _____

Note: Applicants are required to fully disclose in the application all information that is necessary for the various bodies to make their determination prior to issuance of any permit. At a minimum, an application for a variance or Special Exception shall contain **ten (10) copies** of the information outlined above. All information must be submitted no later than twenty (20) days prior to the meeting date. All fees must be paid prior to the Board reviewing the application.  
If Staff determines that the application is incorrect, incomplete, illegible, or in any way inadequate to insure the complete understanding of the variance or special exception, staff shall return the application to the applicant.

Applicant's Name (Please Print) Enrique Garza

Owner's Name (Please Print): Enrique Garza

Applicant's Signature: 

Owner's Signature: 

Date: 5/9/2022

Date: 5/9/2022

LTDSPI, Inc.  
505 E Interstate-2  
Pharr TX 78577

05.17.2022

Variance Board  
City of South Padre Island  
South Padre Island, Texas

RE: Ocean Boutique Hotel  
5102 Gulf Blvd  
South Padre Island, TX

Dear Variance Board:

LTDSPI, Inc. is the owner of the property referenced above and depicted on the site plan attached to this letter (the "Property"). Please allow this letter to serve as LTDSPI, Inc.'s formal request that you, the Board of Adjustments of the City of South Padre Island, approve a variance for our proposed development of the Property.

As you can see from the site plan, we are proposing to construct a 6-story boutique hotel on Lot 1A BLK 156 of the Property. We are proposing that we utilize Lots 16,17,18 Block 162, Lots 17, 18 Block 157 Padre Beach Subdivision Section XI of the Property (which are immediately across Guld Blvd. from Lot 1A) as the parking for the hotel. Note that we propose to re-subdivide Lots 16,17,18 Block 162, Lots 17, 18 Block 157 Padre Beach Subdivision Section XI into a single lot as part of this development. Additionally, our current design calls for there to be 87 parking spaces on Lots 16,17,18 Block 162, Lots 17, 18 Block 157 Padre Beach Subdivision Section XI, all for use by the proposed hotel.

We understand the City Ordinances require us to have no less than 50% of our required parking on-site, which would mean on Lot 1A BLK 156. That would force us to build a parking garage on the bottom floors and then the hotel on the higher floors. We believe that would be extremely detrimental to the project. Therefore, we are respectfully asking for a variance from the 50% on-site requirement and that we be allowed to utilize the 87 parking spaces on Lots 16,17,18 Block 162, Lots 17, 18 Block 157 Padre Beach Subdivision Section XI to fulfill the project's parking requirement.

We request that you consider the following factors in your analysis of our request:



1. Greater safety will be achieved by not having cars drive out of a parking garage onto Gulf Blvd consequently crossing the bicycle/walking lane.
2. Accessibility for future guests and workers will also be greatly improved by not having to walk up so many stairs, nor having to use the elevator to get to the lobby, as well as getting through to the beach access.
3. We believe the hotel would be more aesthetically appealing from both Gulf Blvd. and the ocean front if it were constructed at ground level as opposed to people seeing the parking garage first.
4. Utilizing Lots 16,17,18 Block 162, Lots 17, 18 Block 157 Padre Beach Subdivision Section XI would also allow us to add up to three times the minimum required square footage of landscaping in the front of the hotel (please refer to attached).

For the reasons stated above, we hereby request that you favorably consider our requested variance. If you grant the variance, we assure you we will be able to create a safer, more accessible, and more beautiful luxury beachfront boutique hotel, that will fill a much-needed niche on our Island.

Cordially,

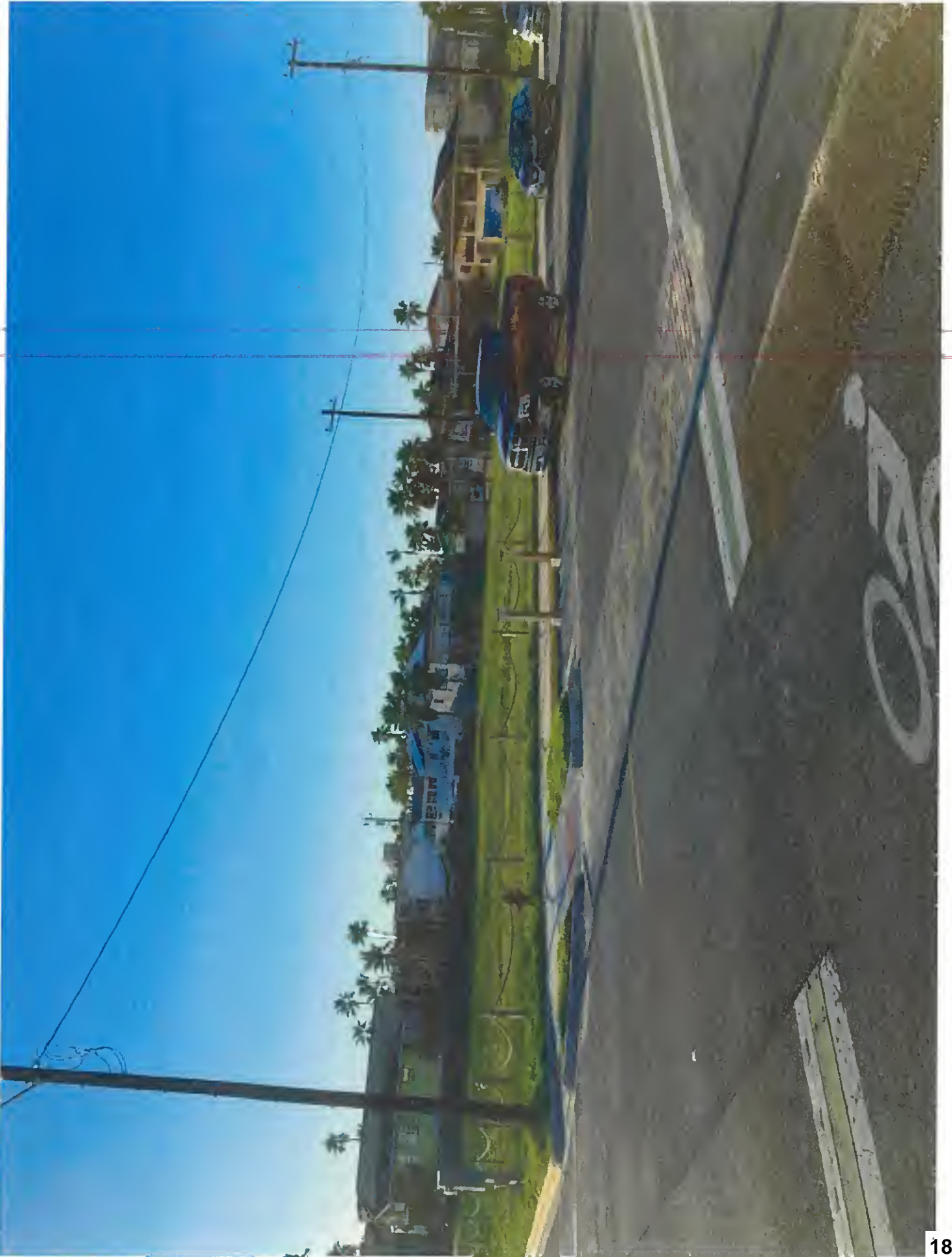
Enrique Garza  
LTDSPI, Inc.  
956.551.7664







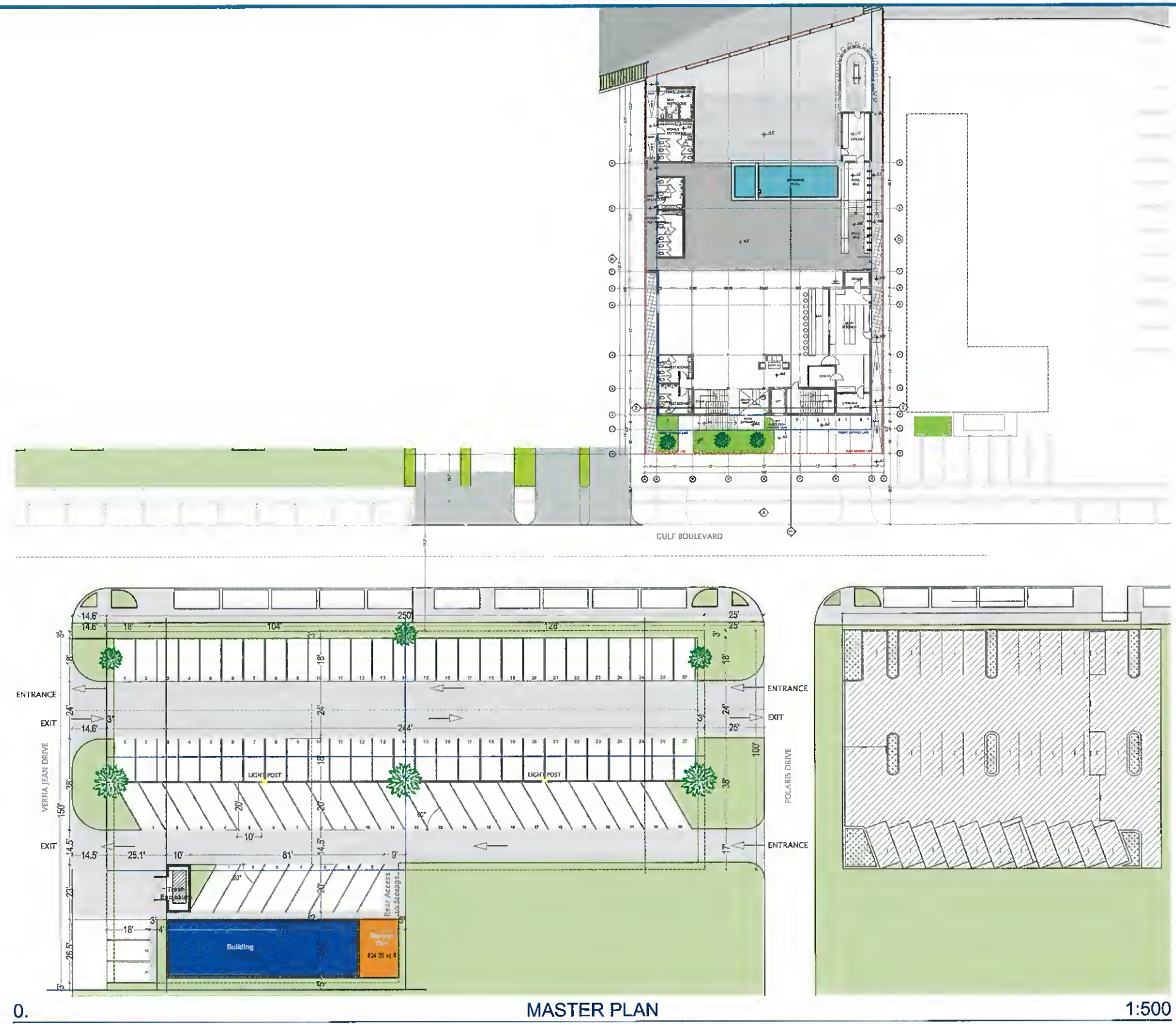




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# HOTEL CONCEPT DESIGN SOUTH PADRE ISLAND

# HOTEL CONCEPT DESIGN SOUTH PADRE ISLAND



0.

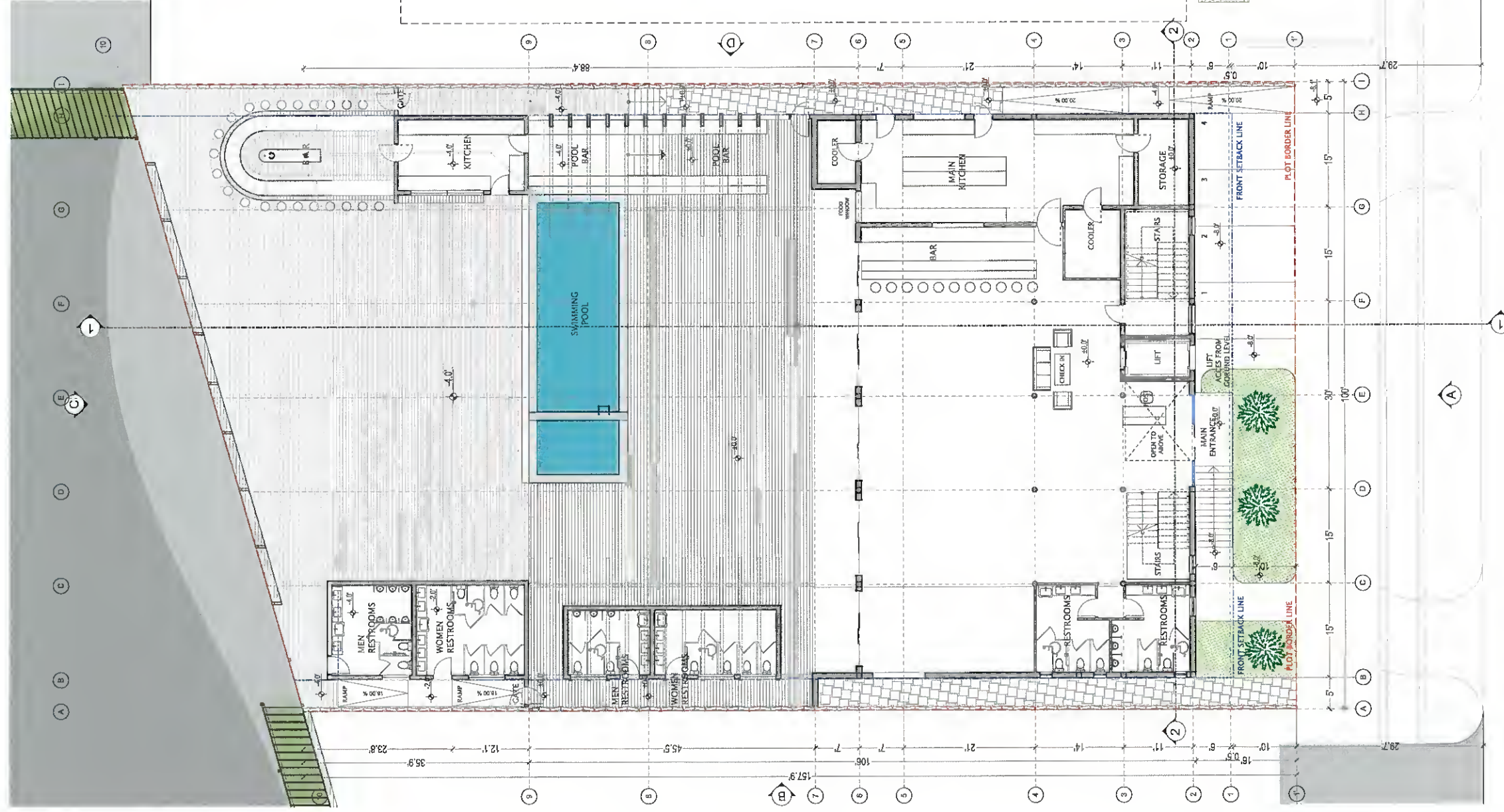
MASTER PLAN

1:500

A.1



# HOTEL CONCEPT DESIGN SOUTH PADRE ISLAND



GULF BOULEVARD

1:200

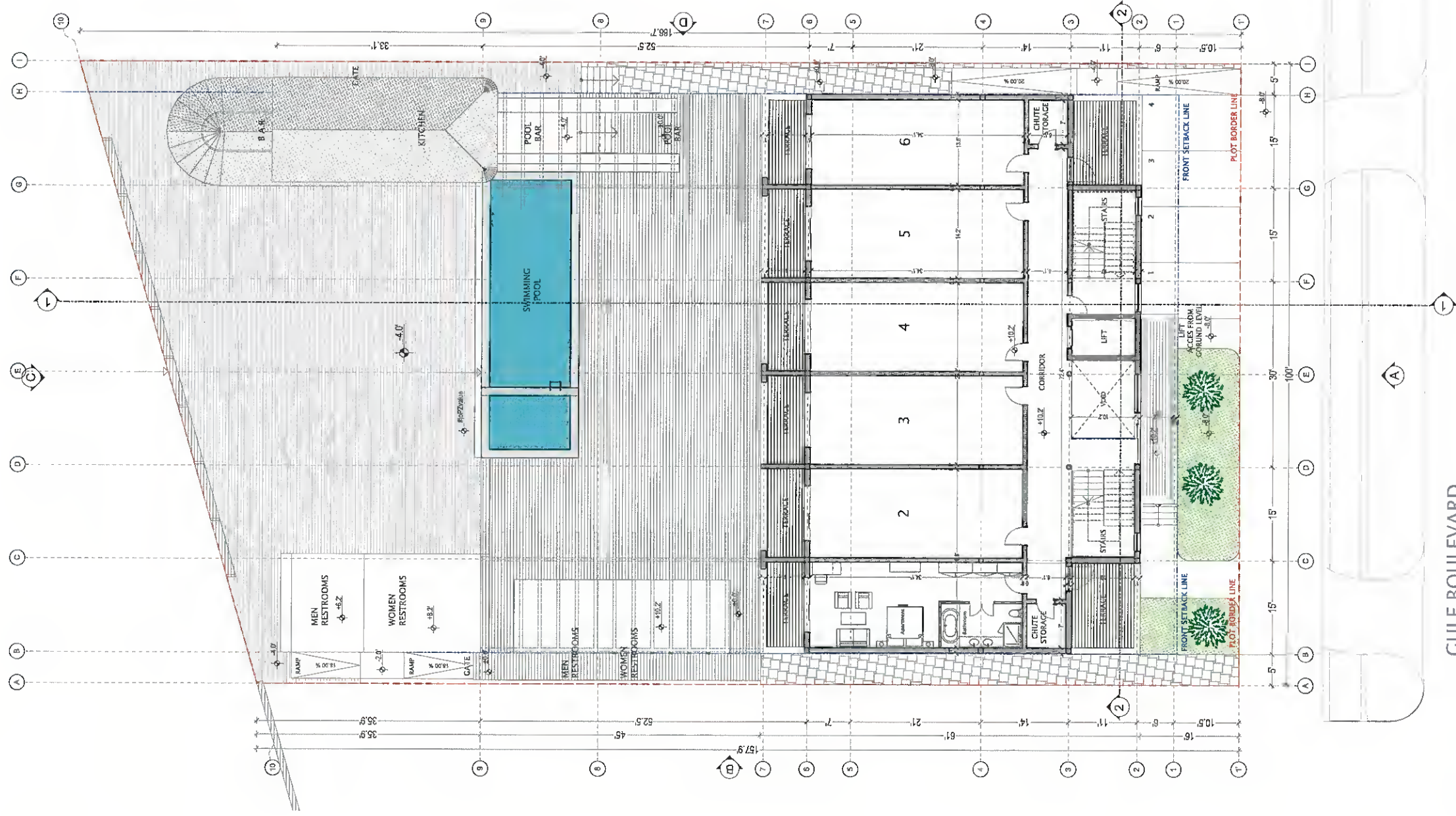
1ST LEVEL ( LOBBY )

0.

A.2



# HOTEL CONCEPT DESIGN SOUTH PADRE ISLAND



1:200

2ND LEVEL

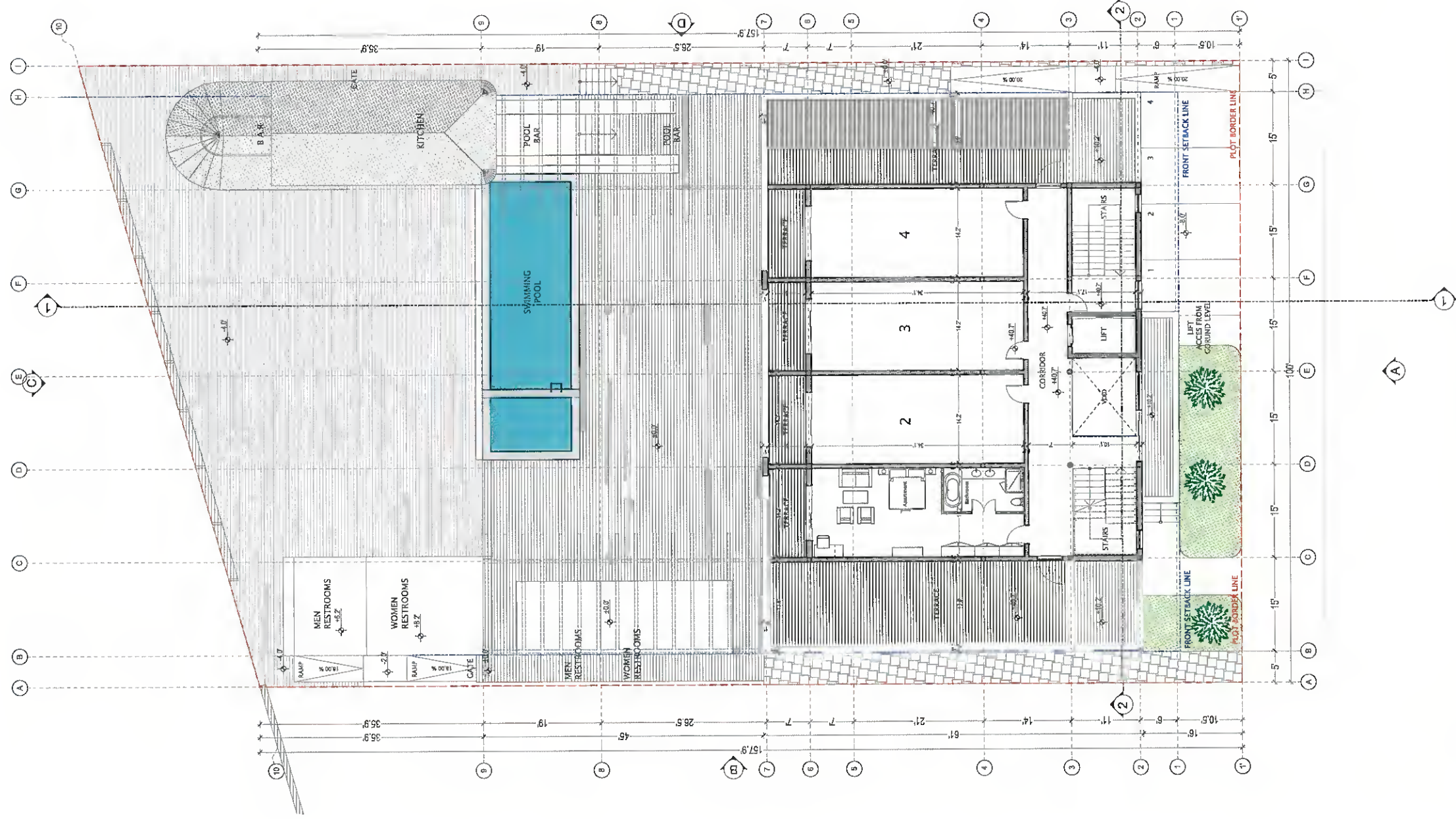
1.

GULF BOULEVARD

A.3



# HOTEL CONCEPT DESIGN SOUTH PADRE ISLAND



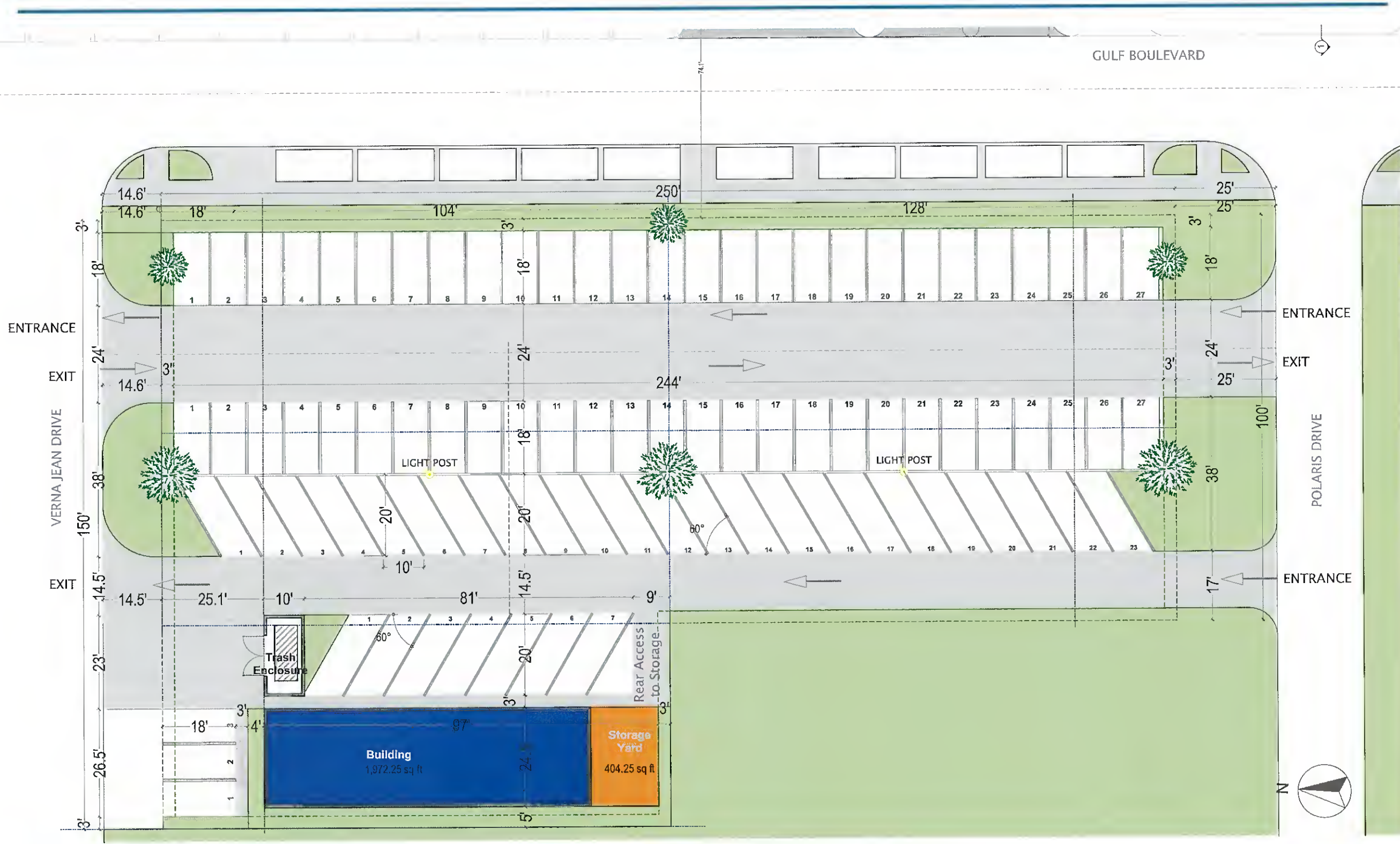
4.

5TH LEVEL

1:200

A.5

# HOTEL CONCEPT DESIGN SOUTH PADRE ISLAND



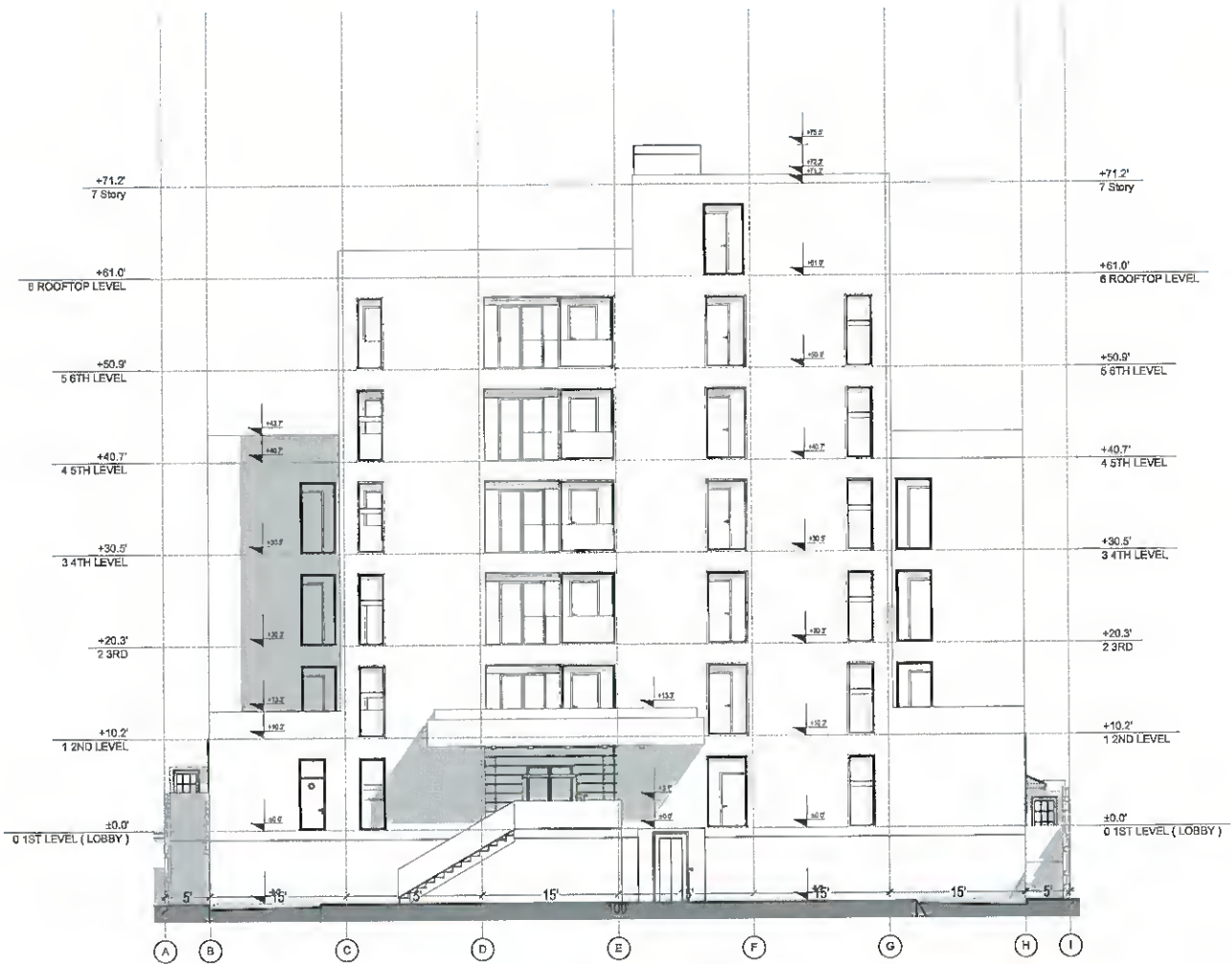
0.

PARKING (87 Parking places)

1:250

A.8

# HOTEL CONCEPT DESIGN SOUTH PADRE ISLAND



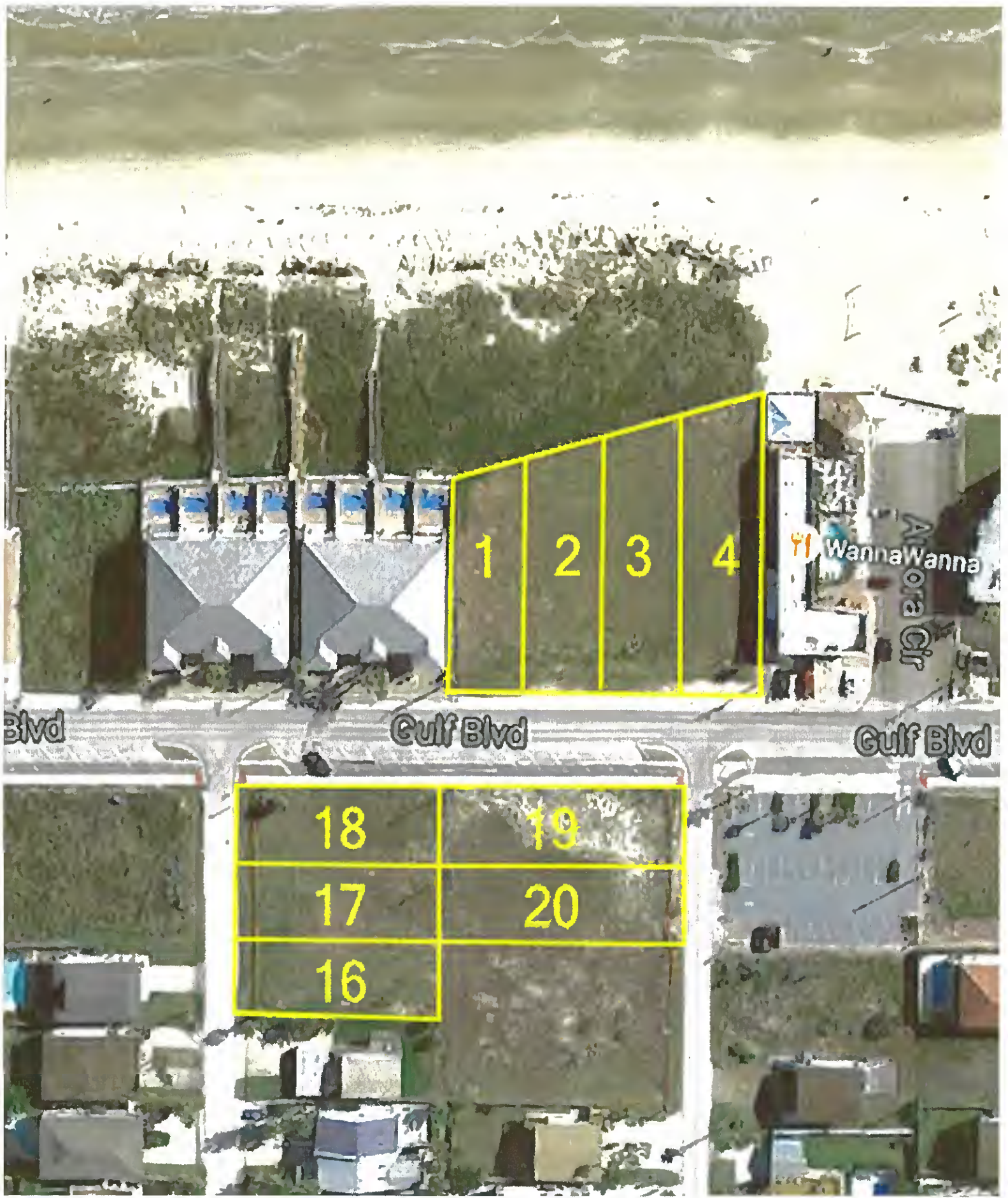
A

Elevation A

1:200

C.1







**METES & BOUNDS DESCRIPTION**

1.720 ACRE TRACT BEING LOT NUMBER ONE (1), BLOCK NUMBER ONE HUNDRED FIFTY-SIX (156), PADRE BEACH, SECTION X, CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN CABINET 1, SLOT 2842 A, MAP RECORDS OF CAMERON COUNTY, TEXAS, SAID 1.720 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AND LOCATED AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON PIN WITH CAP STAMPED "AMAYA" FOUND AT THE NORTHWEST CORNER OF LOT 5, BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF GULF BOULEVARD (75 FT. R.O.W.), FOR A CORNER OF THIS TRACT;

**TRENCHE**, ALONG THE EAST RIGHT-OF-WAY LINE OF GULF BOULEVARD, NORTH 00°04' WEST, A DISTANCE OF 200.0 FEET TO A PUNCH MARK FOUND IN CONCRETE BASE OF STUCCO WALL AT THE NORTHWEST CORNER OF SAID LOT 1, FOR THE NORTHWEST CORNER OF THIS TRACT;

**TRENCHE**, ALONG THE NORTH BOUNDARY LINE OF SAID LOT 1, NORTH 83°56' EAST, AT 130.0 FEET THE ADJUSTED HISTORICAL BUILDING LINE, A TOTAL DISTANCE OF 370.2 FEET TO A POINT ON THE CONTOUR OF ELEVATION +0.7 FEET (N.G.V.D. 1929) SURVEYED FOR MEAN HIGHER HIGH TIDE ON OCTOBER 15, 2016, FOR THE NORTHEAST CORNER OF THIS TRACT;

**TRENCHE**, ALONG THE CONTOUR OF ELEVATION +0.7 FEET, SOUTH 08°36'42" EAST, A DISTANCE OF 200.20 FEET (CALC.), TO A POINT ON THE NORTH BOUNDARY LINE OF SAID LOT 5, FOR THE SOUTHEAST CORNER OF THIS TRACT;

**TRENCHE**, ALONG THE NORTH BOUNDARY LINE OF SAID LOT 5, SOUTH 83°56' WEST, AT 192.1 FEET, PASSING THE HISTORICAL BULKHEAD LINE, AT A DISTANCE OF 192.4' A PUNCH MARK FOUND ON A CONCRETE BULKHEAD, A TOTAL DISTANCE OF 379.1 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.720 ACRES OF LAND, MORE OR LESS.

**SURVEYOR'S CERTIFICATION:**

I, EDUARDO H. MEJIA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

*E.H. Mejia*  
EDUARDO H. MEJIA  
REG. PROFESSIONAL LAND SURVEYOR  
NO. 3900



**STATE OF TEXAS  
COUNTY OF CAMERON**

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD VALOREM TAXES OWED TO ALL OF THE TAXING UNITS, REPRESENTED BY THE UNDERSIGNED ARE CURRENTLY PAID IN FULL FOR THE AREA INSIDE THE BOUNDARIES OF "LOT 1, BLOCK 156, PADRE BEACH, SECTION X", DEPICTED HEREON.

APPROVED: *Tony Yzaguirre Jr.* DATE 10/17/16  
TONY YZAGUIRRE, JR.  
ASSESSOR AND COLLECTOR OF TAXES, CAMERON COUNTY, TEXAS.  
ASSESSOR AND COLLECTOR OF TAXES, POINT ISABEL INDEPENDENT SCHOOL DISTRICT.



**LAGUNA MADRE WATER DISTRICT'S CERTIFICATION**

THE SUBJECT PROPERTY, AS SHOWN ON THIS PLAT, HAS EXISTING WATER AND SEWER FACILITIES THAT ARE IN COMPLIANCE WITH THE TEXAS WATER CODE SECTION 16.343, AS AMENDED.

*Carlos J. Galvan Jr.* DATE 10-17-16  
CARLOS J. GALVAN, JR. - GENERAL MANAGER  
LAGUNA MADRE WATER DISTRICT

**STATE OF TEXAS  
COUNTY OF CAMERON**

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SOUTH PADRE ISLAND, THIS THE 20 DAY OF OCTOBER 2016.

*Public Works Director*  
PLANNING AND ZONING COMMISSION  
CHAIR

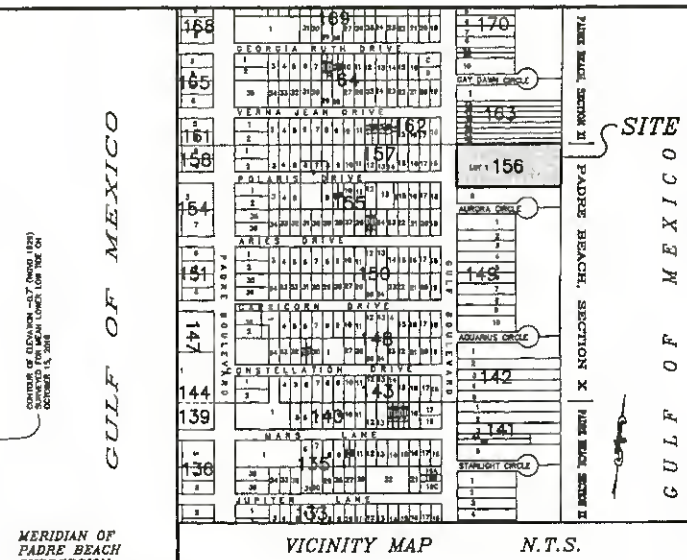
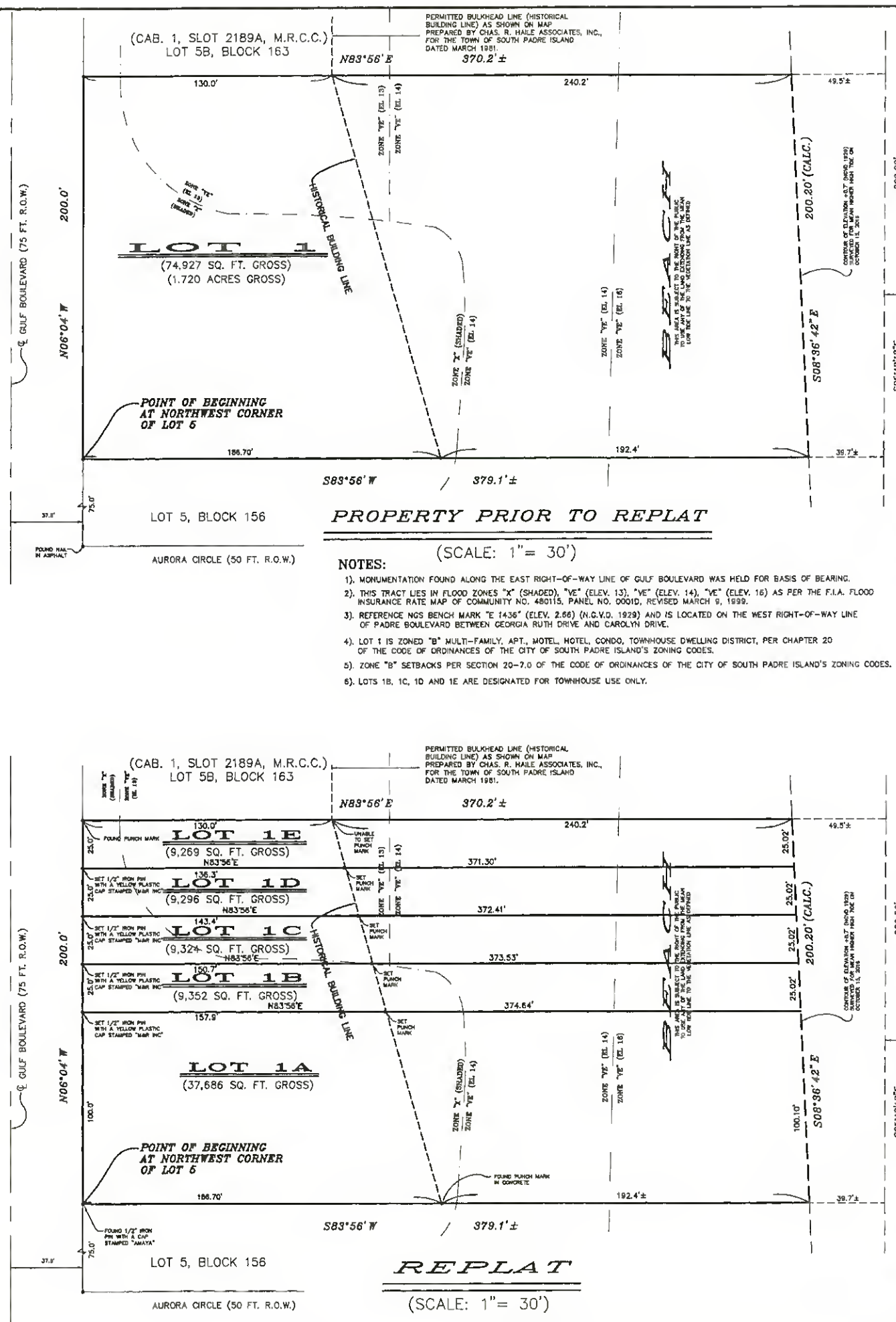
**STATE OF TEXAS  
COUNTY OF CAMERON**

I, SYLVIA GARZA-PEREZ, COUNTY CLERK OF CAMERON COUNTY, certify that the plat bearing this certificate was filed and duly recorded on the 29th day of October, 2016 at 11:51 O'clock A.M. in the Map Records of Cameron County, Texas, Document No. 13522

By *Daniel Smith* Deputy



3528



**STATE OF TEXAS  
COUNTY OF CAMERON**

I, THE UNDERSIGNED, BRANDON FARLIE OF ISFS INVESTMENTS, LLC, A MANAGING MEMBER OF "ACCESS SPI, LLC", OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS "LOTS 1A, 1B, 1C, 1D AND 1E, BLOCK 156, PADRE BEACH, SECTION X, WITHIN THE CITY OF SOUTH PADRE ISLAND OR ITS ET, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE APPROPRIATE PUBLIC OR PRIVATE ENTITY FOR THE BENEFIT OF THE PUBLIC OR PRIVATE LAND OWNERS, ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINAGE, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OR CONSIDERATION THEREIN EXPRESSED.

*Brandon Farlie* DATE 10/18/16  
BRANDON FARLIE OF ISFS INVESTMENTS, LLC.  
A MANAGING MEMBER OF "ACCESS SPI, LLC"

**STATE OF TEXAS  
COUNTY OF CAMERON**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, BRANDON FARLIE OF ISFS INVESTMENTS, LLC, A MANAGING MEMBER OF "ACCESS SPI, LLC", KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS PLAT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF October 2016.

*Notary Public*  
NOTARY PUBLIC  
Hidalgo  
COUNTY

**STATE OF TEXAS  
COUNTY OF CAMERON**

I, THE UNDERSIGNED, MR. S. DAVID DEANDA, JR., PRESIDENT OF LONE STAR NATIONAL BANK, DULY AUTHORIZED OFFICER OF THE LIENHOLDER OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING HEREIN AS LOT 1, BLOCK 156, PADRE BEACH, SECTION X, WITHIN THE CITY OF SOUTH PADRE ISLAND, TEXAS, OR ITS ET, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATING TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATTING OF THE PROPERTY AS PROVIDED FOR HEREIN.

*Mr. S. David Deanda, Jr.* DATE 10-18-16  
MR. S. DAVID DEANDA, JR., PRESIDENT OF LONE STAR NATIONAL BANK

**STATE OF TEXAS  
COUNTY OF CAMERON**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MR. S. DAVID DEANDA, JR., PRESIDENT OF LONE STAR NATIONAL BANK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS PLAT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF October 2016.

*Notary Public*  
NOTARY PUBLIC  
Hidalgo  
COUNTY

**FINAL PLAT  
OF  
"LOTS 1A, 1B, 1C, 1D AND 1E, BLOCK 156,  
PADRE BEACH, SECTION X"**

BEING A RE-PLAT OF  
LOT NUMBER ONE (1), BLOCK NUMBER ONE HUNDRED FIFTY-SIX (156),  
PADRE BEACH, SECTION X, CITY OF SOUTH PADRE ISLAND, CAMERON  
COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN CABINET 1, SLOT  
2842 A, MAP RECORDS OF CAMERON COUNTY, TEXAS.

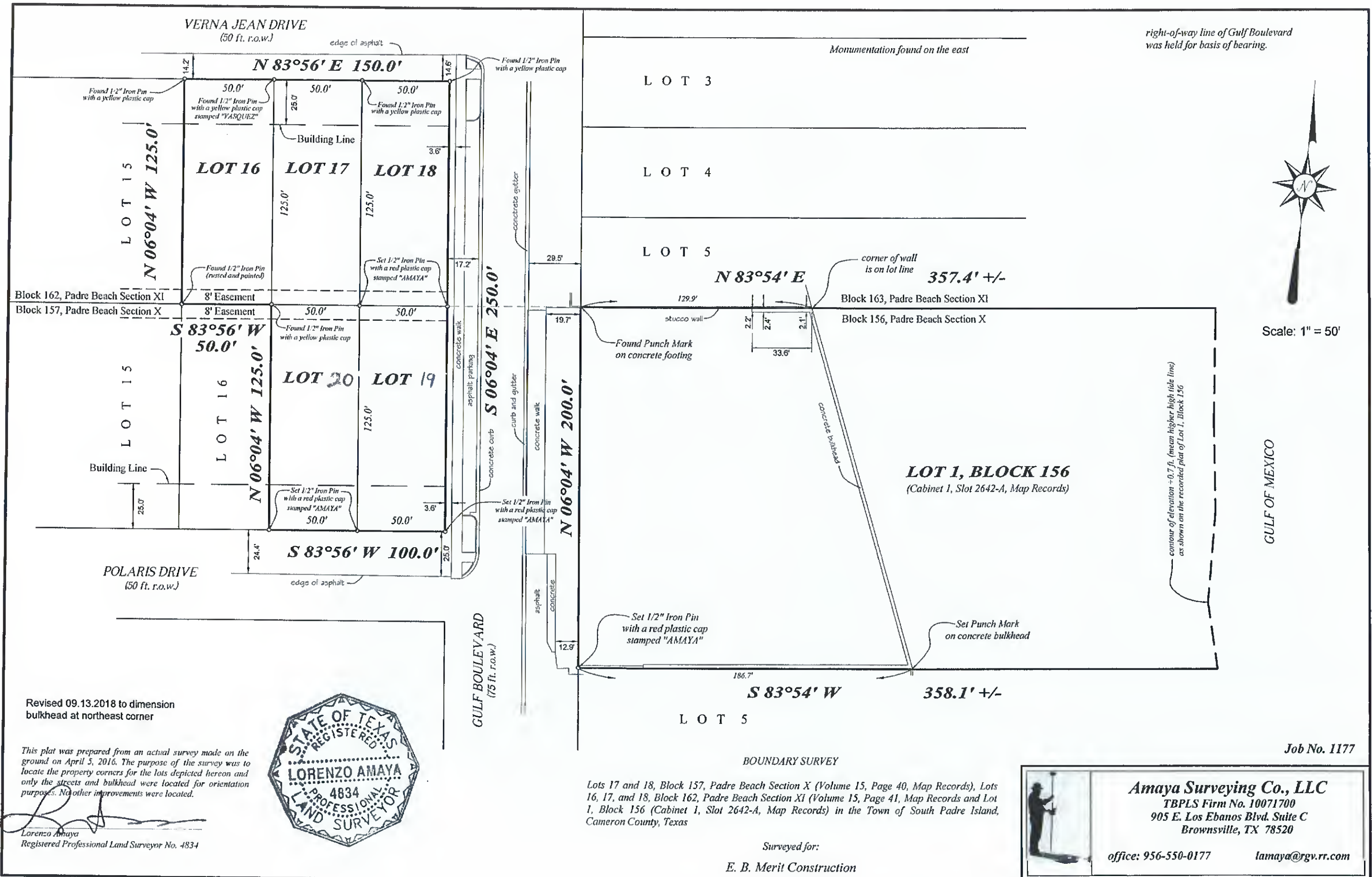
SCALE: 1" = 30'  
PREPARED FOR:  
**ACCESS SPI, LLC**  
SEPTEMBER 27, 2016

*Mejia & Rose, Incorporated*  
Engineering Surveying  
T.B.P.E. Reg. No. F-002870  
T.B.P.L.S. Reg. No. 10023900  
1643 West Price Road (956) 544-3022  
P.O. Box 3761 Brownsville, Texas 78520  
Fax (956) 544-3068  
email: mandrinc@engmail.com

OWNER:  
ACCESS SPI, LLC  
7220A BOB BULLOCK LOOP  
LAREDO, TEXAS 78041  
(956) 544-3022  
(956) 544-3068 FAX

G.F. NO. N/A JOB NO. 19954  
S.TROWBRIDGE





right-of-way line of Gulf Boulevard was held for basis of bearing.



Scale: 1" = 50'

Revised 09.13.2018 to dimension bulkhead at northeast corner

This plat was prepared from an actual survey made on the ground on April 5, 2016. The purpose of the survey was to locate the property corners for the lots depicted hereon and only the streets and bulkhead were located for orientation purposes. No other improvements were located.

Lorenzo Amaya  
Registered Professional Land Surveyor No. 4834



Lots 17 and 18, Block 157, Padre Beach Section X (Volume 15, Page 40, Map Records), Lots 16, 17, and 18, Block 162, Padre Beach Section XI (Volume 15, Page 41, Map Records and Lot 1, Block 156 (Cabinet 1, Slot 2642-A, Map Records) in the Town of South Padre Island, Cameron County, Texas

Surveyed for:  
E. B. Merit Construction

Job No. 1177



**Amaya Surveying Co., LLC**  
TBPLS Firm No. 10071700  
905 E. Los Ebanos Blvd. Suite C  
Brownsville, TX 78520  
office: 956-550-0177 lamaya@rgv.rr.com