

## **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VAQUERO RIVER ESTATES**

This Second Amendment to Declaration of Covenants, Condition and Restriction for Vaquero River Estates (hereinafter the "Second Amendment"), made on the date hereinafter set forth by TEXAS LAND & LAKES, LLC, a Texas limited liability company, hereinafter referred to as "TLL".

WHEREAS, "Vaquero River Estates" is a subdivision of 131.78 acres of land containing seventy-four (74) lots, situated in the Josiah Tilley A-93, Eli Hunter A-195 and Perry Reed A-376, Matagorda County, Texas, and being a part of the same property described as 278.87 acres in Exhibit "A" of Document #073501, Official Public Records of Matagorda County, Texas and also a part of the same property described as Tract One, Tract Two and Tract Three in Special Warranty Deed dated July 22, 1999 from Dorothy Powell Harvey to Harry Lane Powell recorded in Volume 548, Page 237 of the Official Records of Matagorda County, Texas and being a part of the same property surveyed by Max Hagan, R.P.L.S. No. 937 on September 26, 2006 containing 278.87 acres; lying North of and adjacent to the North R.O.W. line of Texas State F.M. Road 2853 and South of the Mean High Water Line of Tres Palacios River, all in Matagorda County, Texas, as described in the plat (the "Plat") recorded in the office of the County Clerk of Matagorda County, Texas on August 25, 2008, after having been approved as provided by law, and being recorded in Plat File Number 466A-468B of the Plat Records of Matagorda County, Texas (hereinafter referred to as the "Subdivision"); and,

WHEREAS, the original Developer and Declarant, VAQUERO RIVER ESTATES, LP, A Texas limited partnership (the "Original Developer"), filed the initial Declaration of Covenants, Conditions and Restrictions on September 10, 2008, which was recorded under Clerk's Document #086987, Official Public Records of Matagorda County (hereinafter the "Restrictions"). Pursuant to Section D(4) of the Restrictions, the Original Developer elected to amend the following sections: Sections A(4), A(11) and B(7) for clarification purposes; and Section B(2) to increase the minimum square feet of Dwellings from one thousand two hundred square feet (1,200 sf) to one thousand eight hundred square feet (1,800 sf) and to clarify that all windows of a dwelling must meet standards as promulgated by Matagorda County, Texas. This amendment to the Declaration of Covenants, Condition and Restriction for Vaquero River Estates was accomplished through the First Amended Declaration of Covenants, Condition and Restriction for Vaquero River Estates which was recorded under Clerk's Document #093820, Official Public Records of Matagorda County (hereinafter the "First Amendment").

WHEREAS, the Original Developer complied with Section D(6) in creating the First Amendment in that prior to the First Amendment being filed of record, it was agreed to by written agreement by the Owners (including the Original Developer) entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners.

WHEREAS, it is the desire of TLL to amend the Restrictions and the First Amendment (herein collectively referred to as the "Restrictions") upon and against the subdivision known as Vaquero River Estates in order to establish a uniform plan for the

development, improvement and sale of the Vaquero River Estates subdivision, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said Subdivision, such present and future owners being referred to herein as "Owner," "Owners," "Lot Owner" or "Lot Owners;"

WHEREAS, the Original Developer sold to TLL by way of General Warranty Deed dated November 9, 2017 and recorded under Clerk's Document #2017-6312, Official Public Records of Matagorda County, Texas, fifteen (15) lots in the Subdivision, and by way of General Warranty Deed dated June \_\_, 2018 and recorded under Clerk's Document #2018-\_\_\_\_\_, Official Public Records of Matagorda County, Texas, an additional thirty-seven (37) lots in the Subdivision.

WHEREAS, TLL has complied with Section D(6) of the Restrictions in that prior to this Second Amendment being filed of record, it was agreed to by written agreement by the Owners entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners.

NOW, THEREFORE, TLL hereby adopts, establishes and imposes upon the Subdivision, and declares the following Second Amendment to the First Amendment and to the Restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Subdivision, which Second Amendment, First Amendment and the Restrictions shall run with the Lots in Vaquero River Estates subdivision and title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof, except that no part of this Second Amendment shall be deemed to apply in any manner to the areas identified or platted as a Reserve or Unrestricted Reserve on the Plat or to any area not included in the boundaries of said Plat. Developer also declares that this Subdivision shall be subject to the jurisdiction of the Vaquero River Estates Property Owners Association, Inc. (as hereinafter defined as "Association").

TLL hereby amends and deletes Section A.4. of the First Amendment entitled "No Camping/Restriction on Campers, Travel Trailers, Boats and Recreational Vehicles" and specifically creates a new Section A.4 of the First Amendment that governs all of the VAQUERO RIVER ESTATES subdivision as follows.

4. Use of Temporary Structures and Campers, Travel Trailers, Boats and Recreational Vehicles. Except as set forth in this section, no structure of a temporary character, whether basement, shack, garage, barn, travel trailer, recreational vehicle, camper, tent or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently. Campers, travel trailers, boats, recreational vehicles and the like are not permitted to be stored on the Owner's Lot prior to a Dwelling being constructed. After a Dwelling has been constructed, campers, travel trailers, boats, recreational vehicles and the like may be stored on the Lot in a storage facility that is a minimum of thirty-five feet (35') from the building line and covered on all sides so as not to create an unsightly view. Notwithstanding, Texas Land & Lakes, LLC reserves the exclusive right to erect, place and maintain any such temporary facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots in Vaquero River

temporary facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots in Vaquero River Estates. Self-contained and non self-contained campers, travel trailers or recreational vehicles will be permitted on an unimproved Lot so long as such campers, travel trailers or recreational vehicles are (i) occupied by the Owner and not vacant, (ii) on the Owner's Lot for no longer than seven (7) consecutive days and (iii) on the Owner's Lot for no longer than fourteen (14) total days out of a thirty (30) day period. All occupied non-self contained campers or travel trailers must have some type of chemical toilet. Tents or other type of canvas or material based structures are not permitted.

2. AMENDMENT TO SECTION B.2. TLL hereby amends and deletes Section B.2. as stated in the First Amendment entitled "Dwelling Specifications" and specifically creates a new Section B.2 of the First Amendment that governs all of the VAQUERO RIVER ESTATES subdivision as follows:

2. Dwelling Specifications. All single story dwellings on non-riverfront tracts must have at least One Thousand, Two Hundred, (1,200) square feet of heated and cooled living area, excluding porches, and have at least a two (2) car garage and no more than a five (5) car garage, which may be detached and must be a side entry. All single story dwellings on a Riverfront Lot must be at least One Thousand, Four Hundred (1,400) square feet of heated and cooled living area, excluding porches, and have at least a two (2) car garage and no more than a five (5) car garage, which may be detached and must be a side entry. Two (2) story dwellings must have a minimum of One Thousand, Eight hundred, (1,800) square feet of heated and cooled living area, excluding porches (all tracts). Two (2) story dwellings must contain at least One Thousand, Two Hundred (1,200) square feet on the ground floor and must have at least a two (2) car garage and no more than a five (5) car garage, which may be detached and must be a side entry garage. Carports shall not be allowed. The term "dwelling" does not include mobile homes, single or doublewide manufactured homes, modular or prefabricated (prefab) homes, and said mobile homes, manufactured homes and prefabricated homes are not permitted within the subdivision. All primary and secondary dwellings must be site constructed, built with new construction materials and use exterior materials that are approved by the Architectural Control Committee (the "ACC"). The dwelling shall be completed expeditiously and without any delay of more than thirty (30) days of construction activity after construction has commenced (each a "Dwelling"). Once construction has begun, a Dwelling must be completed within one (1) year from the commencement date. Dwellings can be a maximum of height of forty feet (40'). Dwellings must be of earth tone colors and the construction materials of vinyl, aluminum or vertical siding is not permitted to be installed on the Dwelling. The exterior of all buildings on any of the Lots must be constructed from brick, stucco, stone, hardiplank, or any combination of the above and all windows must meet the requirements as set forth by Matagorda County, Texas as amended and/or supplemented from time to time. Asbestos, and/or plywood siding shall not be allowed. Vinyl siding will be allowed on the soffits only. All



Estates. Self-contained and non self-contained campers, travel trailers or recreational vehicles will be permitted on an unimproved Lot so long as such campers, travel trailers or recreational vehicles are (i) occupied by the Owner and not vacant, (ii) on the Owner's Lot for no longer than seven (7) consecutive days and (iii) on the Owner's Lot for no longer than fourteen (14) total days out of a thirty (30) day period. All occupied non-self contained campers or travel trailers must have some type of chemical toilet. Tents or other type of canvas or material based structures are not permitted.

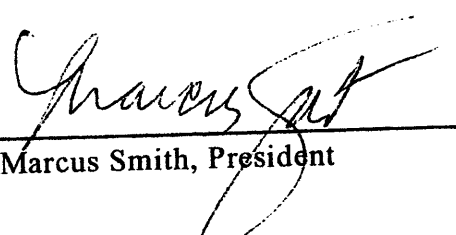
Except as specifically amended by this Second Amendment, the First Amendment and the Restrictions and all terms thereof shall remain in full force and effect.

This Second Amendment shall be binding upon the Subdivision and all Lots contained therein, and the Owners of such Lots respective successors and permitted assigns.

To the extent the terms of the Second Amendment and the terms of the First Amendment or the Restrictions conflict, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment as of the 15 day of June, 2018.

TEXAS LAND & LAKES, LLC. a Texas limited liability company

By: 

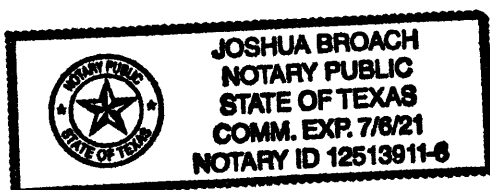
Marcus Smith, President

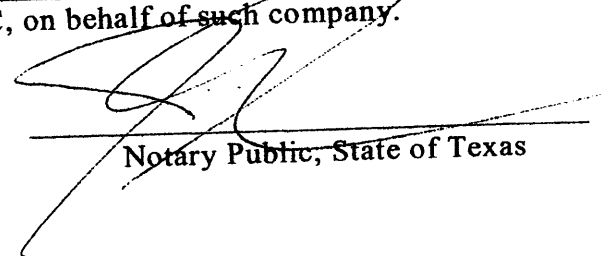
STATE OF TEXAS

COUNTY OF Matagorda

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The foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vaquero River Estates, was acknowledged before me on the 15 day of June, 2018 by Marcus Smith, President of Texas Land & Lakes, LLC, on behalf of such company.



  
Notary Public, State of Texas