

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
MATAGORDA INTRACOASTAL ESTATES SUBDIVISION**

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

RECITALS

WHEREAS, CROSSTIMBERS LAND DEVELOPMENT LLC, a Texas Limited Liability Company, hereinafter called “Declarant,” is the owner of all of that certain real property (the “Property”) located in Matagorda County, Texas, described as follows:

Matagorda Intracoastal Estates Subdivision more particularly described in the attached Exhibit A and incorporated herein for all purposes.

WHEREAS, the Declarant will hold, sell and/or convey Lots out of the above-described Subdivision subject to the following protective covenants, conditions, restrictions, liens and charges, as hereinafter set forth.

NOW, THEREFORE, it is hereby declared that all of the Property described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions (collectively referred to as “Restrictive Covenants”), which are for the purpose of protecting the value and desirability of the Property, and which shall be appurtenant to and shall run with the Property, and which shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, as well as their heirs, successors and assigns, and such Restrictive Covenants shall inure to the benefit of each Owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01 **“Owner”** shall refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or portion of a Lot comprising the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Property

1.02 **“Property”** and/or **“Properties”** shall refer to that certain real property described herein above or any part(s) thereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Restrictive Covenants.

Lot

- 1.03 **“Lot”** shall refer to a numbered specific portion of the Property shown upon the map or plat of the Subdivision. The term “Lot” shall not include any common area, easement or any other reserve(s) shown on said map or plat.

Developer

- 1.04 **“Developer”** shall refer to CROSSTIMBERS LAND DEVELOPMENT LLC, a Texas Limited Liability Company.

Declarant

- 1.05 **“Declarant”** shall refer to CROSSTIMBERS LAND DEVELOPMENT LLC, a Texas Limited Liability Company, its successors and assigns, if such successor(s) or assign(s) shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

Subdivision

- 1.06 **“Subdivision”** shall refer to the MATAGORDA INTRACOASTAL ESTATES SUBDIVISION comprised of the Property.

Lot Descriptions

- 1.07 **“Dry Lot”** shall refer to any of the numbered Lots depicted on the map or plat of the Subdivision that do not have any portion of such Lot that borders or is adjacent to the Intracoastal Waterway.
- 1.08 **“Waterfront Lot”** shall refer to any of the numbered Lots depicted on the map or plat of the Subdivision that do have any portion of such Lot bordering or adjacent to the Intracoastal Waterway.
- 1.09 **“Association”** shall mean and refer to the Matagorda Intracoastal Estates Property Owners’ Association its successors and assigns, provided for in Article II hereof.

ARTICLE TWO

PROPERTY OWNER’S ASSOCIATION

Organization

- 2.01 Until such time as the Developer has sold 50% of the Lots in the Subdivision, it is expressly stipulated that no committee or group of Owners described herein, including the Architectural Control Committee, shall constitute or create a Property Owner’s Association as defined in §204 et seq. of the Texas Property Code. At the point in time where Developer has conveyed 50% of the Subdivision Lots to new Lot Owners the Developer shall cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

Purpose

- 2.02 The purpose of the Association in general is to provide for and promote the health, safety, and welfare of the Owners, to collect, and administer, the annual assessments, to provide for the maintenance, repair, preservation, upkeep, and protection of the Roadways and improvements located on the Property and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration and all Supplemental Declarations.

Membership

- 2.03 Each and every person, persons, or legal entity who shall own any Lot shall automatically be a member of the Association, PROVIDED that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a member.

Rules and/or Bylaws

- 2.04 The Association may adopt any and all reasonable rules and/or bylaws as it deems proper for the Property. A copy of said rules and/or bylaws, as they may from time to time be adopted, amended or repeated, must be mailed or otherwise delivered to each Owner, and may, but need not be, recorded. Upon such mailings, delivery or Recordation, said rules and/or bylaws shall have the same full force and effect and may be enforced against each Owner.

Classes of Voting Members

- 2.06 The Association shall have two classes of voting membership:

Class "A". Class "A" Members shall be all those Members described in Section 3 hereof with the exception of Developer. Class "A" Members shall be entitled to one vote for each Lot in which they hold the ownership interest required for membership by the Declaration or any Supplemental Declaration. When more than one person holds such interests in any Lot, all such persons shall be Members, and the vote for such Lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class "B". Class "B" Member shall be Developer. The Class "B" Member shall be entitled to two (2) votes for each Lot in which it holds the interest required for membership by the Declaration or any Supplemental Declaration.

ARTICLE THREE

ARCHITECTURAL CONTROL

Architectural Control Committee

- 3.01 During the period of time that Developer owns at least 50% of the Lots within the Subdivision, Developer shall serve as the initial Architectural Control Committee ("ACC"). Once Developer owns less than 50% of the Lots within the Subdivision or at any earlier time that Developer, in its sole discretion determines it to be appropriate,

Developer shall designate and appoint not less than three (3) qualified persons, to serve as the ACC under the provisions provided herein. In the event of the death or resignation of any member of the ACC, a majority vote of the remaining members shall have the authority to appoint a person to fill the vacancy. Any new member appointed to the ACC must be an Owner of a Lot within the Subdivision. Members of the ACC shall serve for terms of three (3) years, beginning January 1st and ending December 31st of the third (3rd) year thereafter. Any member appointed to the ACC to fill the vacancy of another ACC member who has died, resigned or sold their Property within the Subdivision shall only serve the remaining time of the vacating member's term. Following the initial Architectural Control Committee's term of three (3) years, the election of the ACC shall be as follows. At least 60 days before the Annual Meeting of the POA, the Secretary of the Board of Directors of the POA shall send notice to the Owners of (1) the open positions scheduled for election in the Architectural Control Committee and (2) the opening of a thirty (30) day nomination period in which any Owner may nominate, in writing to the Secretary of the Board of Directors of the POA, themselves or another Owner to be considered for a position on the ACC. The nominations must be received by the Secretary of the Board of Directors by the end of the day on the 30th day after the notice is sent. At the Annual Meeting of the POA, the Owners shall elect the Architectural Control Committee from the nominations by a majority vote of the Owners present in person or by proxy.

Approval of Plans and Specifications

- 3.02 No building, fence, wall or other structure shall be commenced or erected upon the Properties, nor shall any exterior addition to or material change thereto commence until a detailed plan describing the proposed construction (including specifications regarding: the nature, kind, shape, height, materials, colors and location of the same) shall have been submitted to the ACC in writing, and approved in writing by the ACC, such approval not to be unreasonably withheld, conditioned or delayed. Such approval shall be based upon the conformity and harmony of external design (e.g. fabrication, colors, materials, etc.) and location in relation to the surrounding structures and topography. All submissions shall be made to the ACC, in writing, at least forty (40) days in advance of any construction.

Failure of Committee to Act

- 3.03 In the event that any written plans and/or specifications are submitted to the ACC as provided herein and such Committee fails to either approve or reject such plans and specifications in writing, within a period of thirty (30) days following such submission, the Owner who submitted such plans and/or specifications for approval may proceed with the construction as described in the submitted plans and specifications without further need of ACC approval, which shall be deemed to have occurred. However, such construction shall not exceed what was contained in the submitted written plans and specifications and shall comply with the other provisions of these Restrictive Covenants.
- 3.04 At the time Developer has conveyed a minimum of 50% of the Lots as an original conveyance Developer shall turn over to the ACC and POA all pertinent information relating to the Subdivision that is in Developer's possession, including all design specifications, drawings, surveys, plats, or other information germane to the functions of the Architectural Control Committee

ARTICLE FOUR

MAINTENANCE OF PROPERTY

- 4.01 Each Owner shall maintain his/hers/its Property and the improvements situated thereon in compliance with these Restrictive Covenants.

ARTICLE FIVE

SUBDIVISION PRIVATE ROADS

Private Roads

- 5.01 Cross Timbers Land Development LLC (Developer) has built two private roads (the "Roadway" or "Roadways") as shown on the Plat of the Subdivision, such roads to be known as "Private Road 686" and "Private Road 687" for the purpose of providing access from Matagorda County Road 244 to Matagorda Intracoastal Estates Subdivision Phase 1 Lots. In addition, the Roadway shall be used for the purpose of installing and maintaining permitted public utilities.

Road Maintenance

- 5.02 It is expressly agreed and understood that the Roadway shall be maintained in good condition by the Owners. The Developer or the Association shall have the power to make assessments against the Owners for expenses for maintenance and repairs of the Roadway. The Roadway shall be maintained on an as needed basis as determined by the Developer or the Association in order to keep the Roadway in a reasonably smooth condition and to prevent and repair potholes, rutting and washboarding of said Road. In addition, the Roadway shall be maintained so as to prevent unnecessary erosion.

Road Maintenance Assessments

- 5.03 The Owners shall pay to the Developer or the Association an annual Road Maintenance Assessment to cover the cost of all maintenance to the Roadway. The initial Road Maintenance Assessment shall be Three Hundred and 00/100 Dollars (\$300.00). The Road Maintenance Assessment will be billed during the month of January each year and shall be payable annually, in advance, on the 15th day of February of each year during the term hereof. In the event of any conveyance or transfer of any Lot, the proration of any prepaid assessment shall be the responsibility of the transferor and transferee, and under no circumstances shall the Developer or Association be liable for the refund of any assessment. The annual Road Maintenance Assessment may be increased from time to time by the Developer or Association as needed to cover the cost of all maintenance required to the Roadway. Owners shall be notified of the new fee during January of each year. The Developer or Association shall be required to maintain accurate records and accounting of all Road Maintenance Assessments owed and paid.

Assessment Enforcement

- 5.04 The Road Maintenance Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Road Maintenance Assessment. No Owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the Owner of the Lot shall be obligated to pay interest at the rate of eighteen percent (18%) per annum, (but in any event, no higher than the highest rate allowed by law) on the amount of the assessment from the due date thereof, together with all costs and expenses of collection, including attorneys' fees.
- 5.05 All sums assessed in the manner provided in this Article but unpaid shall, together with interest as provided in Section 5.04 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such assessment, which shall bind such Lot in the hands of the Owner, and his heirs, devisees, personal representatives and assigns. The aforesaid lien shall be superior to all other, liens and charges against said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed from a state or national bank, mortgage company, savings association, credit union, insurance company or other institutional lender for the purchase and/or improvement of the Lot in question, and shall specifically be prior to any declaration of homestead. The Developer or Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary. To evidence the aforesaid assessment lien, the Developer or Association shall prepare a written notice of assessment lien (the "Assessment Notice") setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice, if prepared, shall be signed by the Developer or one of the officers of the Association and may be recorded in the office of the County Clerk of Matagorda County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth hereinabove, and may be enforced by non-judicial foreclosure of the defaulting Owner's Lot by the Developer or Association in the like manner as under a deed of trust (with power of sale) on real property subsequent to the recording of the Assessment Notice as provided above, or the Developer or Association may institute suit against the Owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. The Developer or Association Officer is hereby authorized to appoint its attorney or any Association Officer as Trustee for the purpose of conducting such power of sale foreclosure. Notwithstanding, anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of a claim of lien pursuant to this Section, whether judicially, by power of sale, or otherwise, until the expiration of ten (10) days after Assessment Notice has been given to the Owner whose Lot is described in such claim of lien. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred along with any penalty fees and interest accrued. The Developer or Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Each Owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Serious Road Damage

- 5.06 Should any serious road damage occur to the Roadway by virtue of overweight vehicles owned by Owners, their occupants, agents, employees, guests, and/or service providers and such serious road damage can be traced to a specific Owner, such Owner shall be solely responsibility for the cost of repairing the damage to the Roadway and such repair shall not be considered in the annual Road Maintenance Assessments.

Speed Limit

- 5.08 Vehicle speeds on the Roadway shall not exceed 15 MPH. Speed limit signs will be installed along the Roadway to notify Owners and other Roadway users of the speed limit. Owners should ensure only licensed drivers operate vehicles on the roads.

Parking on Roadway

- 5.09 For the safety of residents, no machinery, trailers, vehicles of any sort or other property may be stored or parked upon these private roads.

Gates

- 5.10 No Owner may install or erect any gate or other item which affects the free and uninterrupted use of the Roadway, except as otherwise expressly provided for herein, and all Owners and Developer shall have the right to remove any encroachments affecting the roadway.

Use of Roadway by Non-Owners

- 5.11 At any time, the Developer or Association may enter into a Road Use and Maintenance Agreement with any individuals who own property connected to the Roadways but such property is not a part of this Subdivision. Before executing such Road Use and Maintenance Agreement, the Developer or Association shall ensure that the terms of the Road Use and Maintenance Agreement are the same as or comparable to the terms of this Article Five.

**ARTICLE SIX
PRIVATE WATER WELLS**

Source of Water

- 6.01 There is presently no water system available to the Subdivision. Therefore, the only permissible source of residential water to each lot within Matagorda Intracoastal Estates Subdivision water shall be by Shared Water Wells drilled in accordance with the terms of this Article or by Private water wells, should a Lot Owner decide to drill a personal water well for their Lot's use. The goal of the Shared Water Wells are to provide a cost efficient, dependable and simple system that delivers water to the Lots participating in the system over the course of time.

Shared Water Wells:

- 6.02 The Developer shall be responsible for drilling four (4) shared water wells that will serve the Lot Owners as follows (each individually a “Shared Water Well” and collectively the “Shared Water Wells”):
- a) A Shared Water Well will be drilled on Lot 1 and shared with Lots 1-12
 - b) A Shared Water Well will be drilled on Lot 24 and shared with Lots 13-24
 - c) A Shared Water Well will be drilled on Lot 35 and shared with Lots 25-35
 - d) A shared Water Well will be drilled on Lot 36 and shared with Lots 36-44

- 6.03 Developer will drill the Shared Water Wells in the front corner of Lots 1, 24, 35 and 36 and will install a separate electric meter for each Shared Water Well.

Shared Water Well Distribution System

- 6.04 Developer will be responsible for running water distribution lines from the Shared Water Wells within the Ten foot (10’) utility and drainage easement adjacent to the Roadway for water distribution access to all Lots and Developer will provide a connection point for each Lot. (the “Shared Water Well Distribution System”)

Shared Water Well Agreements

- 6.05 A Shared Water Well Agreement shall be executed by each Lot Owner upon purchase of their Lot that stipulates the terms and conditions of each Shared Water Well. An exampled Share Water Well Agreement shall be kept with the Developer and the Association for each of the Shared Water Wells and the Association will be responsible for keeping signed copies of all Shared Water Well Agreements with its records.

Restrictions on Use

- 6.06 At no time shall a Shared Water Well or Shared Water Well Distribution System be used by a Lot Owner for commercial use or for lot irrigation. Additionally, no Lot Owner shall transport water from the Shared Water Well offsite, with the exception of minor personal use.

Private Water Wells

- 6.07 At any time an individual Lot Owner may elect to drill a private water well on their Lot for personal use (a “Private Water Well”), subject to the following terms and conditions:
- a) All Private Water Wells shall be a minimum of fifty feet (50’) from the backside of the water well and any part of a septic spray system.
 - b) A Private Water Well shall be solely for the personal use of the Lot Owner installing the Private Water Well and shall not be shared with other Lot Owners nor connected into the Shared Water Well Distribution System.
 - c) Upon the completion of a Private Water Well, the Lot Owner can ‘Opt’ out of the Shared Water Well system if desired, but must notify all Lot Owners of the Shared Water Well by written communication thirty (30) days prior to severing the Shared Water Well connection.

- d) It shall be the responsibility of the Private Water Well Lot Owner, after opting out of the Shared Water Well Agreement, to arrange for the physical severing from the Shared Water Well Distribution System and all costs associated with the severing.

ARTICLE SEVEN

USE RESTRICTIONS FOR LOTS

Type of Buildings Permitted

- 7.01 No building shall be erected, altered or placed on any Lot other than a single-family dwelling with an attached garage, carport, porte cochere, detached garage, pool house, mother-in-law house, guest house, servant quarters, well house, garden shed, barn or similar structure for use in conjunction with the use and enjoyment of a residence.

Construction Requirements

- 7.02 The exterior of any structure erected on said land must be completed and enclosed within a period of six (6) months from the date of the commencement of such construction. No structure of a temporary character, trailer house, mobile home, modular home, tent, shack or other outbuilding shall be used, maintained or kept on any Lot at any time. However, during the construction of a dwelling for the purpose of storing tools and equipment used in connection with the construction of such dwelling, a small construction trailer shall be permitted. Also, during such construction, one (1) camper trailer or RV is permitted to be located upon the Lot where the dwelling is being constructed, or upon any adjoining Lot owned by the Owner of the Lot where the dwelling is being constructed. In no event shall a small construction trailer, camper trailer or RV remain on any Lot for a period of time exceeding twenty-four (24) months, except as otherwise provided in these Restrictive Covenants.

Camper Trailers and RVs on Lots

- 7.03 From the date any Lot is initially purchased from the Developer only, and continuing thereafter for a period not to exceed three (3) years, one (1) camper trailer or RV shall be allowed to remain on such purchased Lot before construction of a residential dwelling begins. Thereafter, such camper trailer or RV shall be allowed to remain until construction of the dwelling is complete or two (2) years, whichever comes first. Under no circumstances shall a camper trailer or RV be allowed to remain on any Lot and used as a temporary or permanent dwelling for a total period of more than five (5) years. After construction of the dwelling has been completed a camper trailer or RV may be stored on any Lot as otherwise provided in these Restrictive Covenants. All camper trailers and RVs must meet the then-existing requirements of Matagorda County, Texas and must maintain a current license plate and registration while on the Property. Prior to any camper trailer or RV being located upon any Lot, such Lot shall have an installed septic system that has been approved by Matagorda County, Texas and is capable of use. There shall be no more than one (1) camper trailer or RV per Lot. After construction of the residential dwelling is complete, any camper trailer or RV shall be stored under a carport or similar structure, or

inside of a barn, garage or similar structure, provided that no camper trailer or RV shall be used as a dwelling except as otherwise provided in these Restrictive Covenants.

Structures and New Building Materials

- 7.04 Outbuildings must be of the type normally associated with a rural or coastal residence. All materials used in the construction of any building must be new and unused.

No Prefabricated Structures

- 7.05 No building or structure, which is prefabricated or modular, shall be erected or placed upon any Lot in the Subdivision. This shall not preclude the use of prefabricated components, such as roof and floor trusses, I-beams, wall sections, etc.

Damaged or Destroyed Residences and Structures

- 7.06 Any residence or structure that is damaged must be repaired within ninety (90) days, or within a period approved by the ACC, and the Lot restored to a clean, orderly and attractive condition. Any residence or structure that is damaged to the extent that repairs are not practicable, must be demolished and removed within one hundred and eighty (180) days, and the Lot restored to a clean and attractive condition.

Minimum Floor Area and Exterior Walls

- 7.07 All residential dwellings, except for mother-in-law houses, guest houses and/or servant quarters, shall have a minimum living space of not less than one thousand three hundred square feet (1,300 sq. ft.), exclusive of open or screened porches, terraces, patios, driveways, carports and/or garages. There is no minimum square footage for mother-in-law houses, guest houses and/or servant quarters.

No Old Structures

- 7.08 No existing dwelling house or other structure shall be moved from outside of the Subdivision onto any Lot therein.

Set Back Lines

- 7.09 No building or structure shall be erected, placed or allowed to remain any closer than fifty feet (50') from the Lot boundary line adjoining any public or private road within the Subdivision with the exception of well houses. For Dry Lots Nos. 34 and 35, which are adjacent to County Road 244, the setback distance measuring from County Road 244 must be a minimum of thirty feet (30'). Each Dry Lot residence must face the front Lot line and residences on the Waterfront Lots, must face the Intracoastal Waterway or alternatively the private Roadway. All other structures located on Dry Lots, must be located nearer the rear property line than the front wall of the residence. No structure shall be erected on any Lot less than seven feet (7') from any property line of any Lot. On Waterfront Lots, no major structures (including but not limited to houses, garages, barns, storage buildings, etc) may be built or positioned more than three hundred twenty feet (320') from the front boundary line of the Lot. Pools, docks, fish cleaning structures, bbq pit cooking areas and gazebos are excluded from this limitation.

Side Boundary Lines

- 7.10 No structure, other than fencing as otherwise provided in these Restrictive Covenants, shall be erected less than a distance of seven feet (7') from the side boundary line of any Lot without the approval of the ACC.

Roofs

- 7.11 The roof of all dwellings erected shall be made of either twenty-five (25) year fiberglass architectural shingle or higher quality, wood shingle, tile or v-crimped metal panels twenty-six (26) gauge in thickness or thicker. No corrugated metal roofing shall be used. All roof colors and types must be approved by the ACC.

Fences

- 7.12 Any fence erected upon any Lot must be of new and acceptable wood, chain link, barbed wire, metal net wire or hurricane fence material.

Piers, Docks and Boathouses

- 7.13 No pier, dock or boathouse shall be constructed nearer than ten feet (10') from any adjacent Lot boundary line without approval from the ACC.

No Re-subdivision

- 7.14 Lot(s) herein may be re-subdivided between adjoining Owners, however, no more than one dwelling house may be located upon anything smaller than one of the original full-size Subdivision Lots.

Drainage

- 7.15 Improvements to any one Lot may not block, limit or otherwise impede the natural overland drainage from or to any adjoining Lot(s). One (1) or more culverts shall be installed for any driveway that crosses over any existing drainage easement on Private Roads 686 and 687, and such culvert(s) shall be maintained by the Owner of the Lot such driveway services so as to preserve the proper flow volume of drainage. All culverts installed shall be sized to ensure adequate flow of run-off water/drainage through the subject culverts.

No Business or Occupation

- 7.16 A real estate sales office for the Developer is permitted on Subdivision property for so long as unsold Lot or Lots remain in the Subdivision. No business, occupation or trade of any kind, type or character shall be permitted to be conducted from the residence or any other structure on a Lot, except for a small business pursuit requiring no more than one (1) employee and no more than one parking space to accommodate same. Any such business activity shall in no way create a nuisance to other Owners, whether due to frequent traffic, unsightliness or disturbing noise. No signs identifying any such business shall be permitted without prior approval of the ACC. No Lot may conduct or sponsor more than four (4) garage sales and/or yard sales in any twelve (12) month period.

Signs, Construction, and Sales

- 7.17 The Developer and any other person or entity engaged in the construction and/or sale of residences within the Subdivision shall have the right, during the construction and/or sales

period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and/or sale, including, but not limited to signs, storage areas and model homes. Except as provided otherwise herein, no other signs of any character shall be allowed on any Lot, except that one (1) sign of not more than eight (8) square feet is allowed to advertise a Lot for sale/rent.

Duty of Maintenance

- 7.18 Owners and occupants (including lessees) of any part of the Subdivision shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Subdivision so owned and occupied by them, including buildings, improvement and grounds in connection therewith, in a well maintained, safe, clean and attractive conditions at all times. Such maintenance includes, but is not limited to, the following:
- A. Prompt removal of all litter, trash refuse and wastes
 - B. Lawn mowing and yard maintenance
 - C. Tree and shrub pruning
 - D. Watering
 - E. Maintain exterior lighting & mechanical facilities in working order
 - F. Keep lawn and garden areas alive, free of weeds & attractive
 - G. Retain parking areas, walkways and driveways in good repair
 - H. Comply with all governmental regulations and health requirements
 - I. Repainting of improvements
 - J. Repair to exterior damage to Improvements
 - K. Repair and maintenance of any fencing on property
 - L. Prompt removal of any dilapidated boats, motor vehicles or unsightly machines on premises

Maintenance Enforcement

- 7.19 If in the opinion of the Developer or Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Developer or Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Developer or Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages, for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of the Lot on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Developer or Association for such costs. If such Owner or occupant shall fail to reimburse the Developer or Association within thirty (30) days after receipt of a statement for such work from the Developer or Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against the Lot or Lots on which said work was performed. Such lien shall have the same attributes as the lien for road maintenance assessments in Article 5, Section 5.03 of these Declarations

Noxious or Offensive Activities

- 7.20 No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon which reasonably creates an annoyance or nuisance to other Owners.

Trucks, Buses, Trailers, Recreational Vehicles (RVs), Tractor Trailers, Boats

- 7.21 No truck, bus, trailer, camper trailer, and RV's shall be parked in the street in front of any Lot, except for brief periods during construction or repair activities being conducted upon such Lot. No boat, trailer, camper trailer or RV shall be left overnight in front of any Lot, except a boat, trailer, camper trailer or RV may be left overnight in front of any Lot for a period of no more than two (2) continuous weeks during guest visits. No boat, trailer, camper trailer, or RV may be parked on the Subdivision roads at any time.

No Mobile Homes

- 7.22 No mobile homes are allowed upon any street or Lot within the Subdivision.

Storage

- 7.23 There shall be no storage of building materials, except during the construction or renovation of a residence or structure. Any such storage shall be for a period of six (6) months or less. No vehicles may be stored upon any Lot, except inside a garage or structure. Only properly licensed and operable vehicles are allowed on driveways and/or parking pads. All unsightly objects and equipment must be stored within a structure.

Landscaping

- 7.24 After the purchase of a Lot, the Owner and/or occupant of each Lot shall keep it mowed and maintained regularly. No Owner shall allow excessive weeds, tall grass or un-kept vegetation to remain on any Lot. All Owners shall keep their Lot(s) clear of all rubbish, debris and discarded material(s) so as to not create an annoyance or nuisance to other Owners.

No Clotheslines

- 7.25 No exterior permanent or temporary clotheslines shall be permitted, unless located in such an area as to conceal such from public view.

Animals

- 7.26 Owners may keep no more than three (3) small domestic animals of any one type (e.g. dog, cat, etc.), except for offspring under three (3) months old, in which case the temporary total number of domesticated animals shall not exceed twelve (12). No other animals shall be permitted to remain on any Lot within the Subdivision, unless such animal(s) are domesticated animals that remain inside a residential dwelling the virtual entirety of their lives (e.g. Fish, hamster, guinea pigs, etc.). As an exception to this limitation, up to 3 other small domestic animals may be temporarily allowed if they belong to visitors that are temporarily visiting the Owner. Owners must restrict domestic animals to remain on their property and not allow them to be a nuisance or threat to other Owner(s), visitors, and/or their pets and property. This exception for temporary visitors is further limited to a continuous period not to exceed sixty (60) days.

Utility, Cable Television and Telephone, Etc. Wires/Cables

- 7.27 All utility, cable television, telephone wires/cables and all other forms of wires/cables used to provide services to Lots in the Subdivision, shall be buried underground in an appropriate manner as required by state and/or local laws and regulations, unless expressly authorized otherwise by the ACC.

Barndominiums

- 7.28 "Barndominiums," defined as a barn structure that incorporates within its interior a living quarters of lesser size than the entire barn structure, are allowed only on Dry Lots.

Firearms

- 7.29 "Firearms", Any and all firearms (including pellet and BB guns) are banned from being used on the property, with the exception of personal protection.

ARTICLE EIGHT

GENERAL PROVISIONS

Enforcement

- 8.01 The Declarant, Developer, ACC, Association any Owner or group of Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

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

Duration and Amendment

- 8.03 The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of the Declarant, the Developer or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by not less than sixty-six percent (66%) of the Owners. Each Owner shall have one (1) vote for each Lot owned, except for the Developer, which shall have two (2) votes for each Lot owned. No amendment shall be effective until recorded in the Official Records of Matagorda County, Texas.

EXHIBIT A

MATAGORDA INTRACOASTAL ESTATES SUBDIVISION LEGAL DESCRIPTION:

All that certain Matagorda Intracoastal Estates as recorded in Plat File No. 601B, 602A & 602B and all that certain replat of Lots 10-13 of Matagorda Intracoastal Estates as recorded in Plat File No. 610A and all that certain replat of Matagorda Intracoastal Estates as recorded in Plat File No. 613B, 614A & 614B of the Matagorda County Plat Records in the IRA Ingram League, Abstract 49 & Elias R. Wightman League, Abstract 101 Matagorda County, Texas.

**Matagorda
County
Stephanie Wurtz
Matagorda County
Clerk**

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

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

File Information:

Document Number: 4385
Receipt Number: 20200807000031
Recorded Date/Time: August 07, 2020 02:37 PM
User: Christa F
Station: Christa Fuselier
Number of Pages: 17

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STATE OF TEXAS
COUNTY OF MATAGORDA

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Matagorda County, Texas.

Stephanie Wurtz
Matagorda County Clerk
Matagorda County, TX

Stephanie Wurtz