



VG-1788-2023-3913

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: 3913
Receipt Number: 20230714000018
Recorded Date/Time: July 14, 2023 11:36 AM
User: Scan S
Station: Front Receipt
Number of Pages: 6

Record and Return To:

MATAGORDA INTRACOASTAL ESTATES



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

**FIRST AMENDMENT BY DECLARANT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
MATAGORDA INTRACOASTAL ESTATES SUBDIVISION**

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

RECITALS

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for the Matagorda Intracoastal Estates Subdivision, recorded in the Official Public Records of Real Property of Matagorda County, Texas on August 7, 2020 under Document Number 2020-4385 in the Official Records of Matagorda County, Texas (“Original Restrictions”), imposes various covenants, conditions, restrictions, liens and charges upon the following property (the “Property”):

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

WHEREAS, the Original Restrictions provided, under Article 8, Section 8.03, the right to amend the restrictions and a procedure to amend the restrictions, as follows:

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.

and;

WHEREAS, Declarant is the owner of thirty (30) of the forty-four (44) of the tracts making up the Property at the time this Amendment is made.

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property the following amendments to the reservations, easements, restrictions, covenants, and conditions and declares same applicable thereto, all of which are for the purpose of enhancing and protecting

the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest, therein, or any part thereof, and shall insure to the benefit of each owner thereof.

FIRST AMENDMENT:

1. The Original Restrictions applicable to Matagorda Intracoastal Estates Subdivision Article 6, Section 6.02 which reads:

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

Is hereby amended to read as follows:

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) Two (2) Shared Water Wells will be drilled on Lot 44 with One (1) Shared Water Well to be shared with Lots 13-24 and One (1) Shared Water Well to be shared with Lots 36-44
- c) A Shared Water Well will be drilled on Lot 35 and shared with Lots 25-35

2. The Original Restrictions applicable to Matagorda Intracoastal Estates Subdivision Article 6, Section 6.03 which reads:

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.

Is hereby amended to read as follows:

6.03 Developer will drill the Shared Water Well(s) in the front corner(s) of the applicable Lots as set out above in Section 6.02 and will install a separate electric meter for each Shared Water Well.

3. The Original Restrictions applicable to Matagorda Intracoastal Estates Subdivision Article 6, Section 6.07 which reads:

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.

Is hereby amended to read as follows:

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 for the personal use of the Lot Owner installing the Private Water Well and the immediately adjacent Lot Owners if the Lot Owners enter into a Shared Private Water Well Agreement. It is expressly prohibited for Lot Owners connected to a Private Water Well to be connected into the Shared Water Well Distribution System.
- c) Upon the completion of a Private Water Well, the Lot Owners connected to the Private Water Well shall 'Opt' out of the Shared Water Well system by notifying 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 Lot Owners connected to a Private Water Well, after opting out of the Shared Water Well Agreement, to promptly arrange

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.