

OFFICIAL RECORDS

127-1812

DECLARATION OF COVENANTS,

CONDITIONS, AND RESTRICTIONS

23.00
7708

THE STATE OF TEXAS
COUNTY OF MATAGORDA

I
I
I

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, E. M. Huitt, Jr., as Independent Administrator of the Estate of W. W. Hubert, Deceased, J. Garland Watson, Jr., Judith Ann Watson Perkins, and Betty Hubert Wise, hereinafter called the Declarant, is the Owner of all that certain real property located in Matagorda County, Texas, described as follows:

Hubert-Watson Subdivision, Abstract 101, E. R. Nighthaven League, in Matagorda County, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

OWNER

1.01 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot or portion

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of a lot on which there is or will be built a single family dwelling, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

PROPERTIES

1.02 "Properties" shall mean and refer to that certain real property hereinbefore described.

LOT

1.03 "Lot" shall mean and refer to that portion of any of the plots of land or permissible resubdivisions thereof, shown upon the plat and subdivision map recorded in Volume 375, Page A5B of the Plat Records of Matagorda County, Texas, including that portion of the plots of land available for commercial use and for single family residence use.

DECLARANT

1.04 "Declarant" shall mean and refer to E. M. Huitt, Jr., as Independent Administrator of the Estate of W. W. Hubert, Deceased, J. Garland Watson, Jr., Judith Ann Watson Perkins, and Betty Hubert Wise.

ARTICLE TWO

CONTROL COMMITTEE

2.01 A Control Committee shall initially be appointed by the Declarant, which shall consist of three (3) members who shall be natural persons. The members shall serve at the will of Declarant, and the Declarant shall have the right and power at any time and from time to time to create and fill vacancies on the Committee. The Committee may act on any matter presented to it by the approval of any two of the three members, and the Committee may designate a representative to act on its behalf.

2.02 It shall be the general purpose of the Committee to enforce compliance with this Declaration and to otherwise have the powers and duties given to it herein during the period in which the Declarant owns a majority of the lots in the subdivision.

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ARTICLE THREE
USE RESTRICTIONS
SINGLE FAMILY

3.01 All Lots shall be used only for single family residential purposes. Each residential building erected on any Lot shall be a single family dwelling. No residence shall be erected on a Tract less than a Lot.

TYPE OF BUILDING PERMITTED

3.02 Mobile homes shall NOT be permitted on any Lots in the Subdivision EXCEPT Lots 9A thru 42A, both inclusive of the Hubert and Watson Subdivision, and only if the following restrictions, in addition to any other restrictions contained herein, are met with respect to such mobile homes:

(a) No mobile home shall be permitted to be placed on the Mobile Home Lots unless written approval has first been obtained from the Control committee, which consent may be withheld if the mobile home does not meet the requirements and specifications set forth below. In order to obtain such approval, a recent picture and physical description of the mobile home shall be sent to the Control Committee. The mobile home must, however, continue to be maintained in good condition and appearance, and the Control Committee shall have the right to withdraw approval of the mobile home if same is not maintained in good condition and appearance. Also, any lot owner in the Subdivision shall have the right to request that the Control Committee withdraw approval of the mobile home if same is not maintained in good condition and appearance. If approval is withdrawn as aforesaid, upon receipt of notification of the withdrawal of approval, the owner of the mobile home shall promptly remove the mobile home from the Subdivision.

(b) No mobile home of less than 720 square feet shall be permitted.

(c) All mobile homes must have the wheels removed and be placed either on a slab or upon blocks.

(d) All mobile homes must be skirted within thirty (30) days after placement on the lot. Skirting or underpinning must be done in a workman-shiplike manner using quality materials of either stone, brick, plaster or other materials, provided however, that such other materials must be of good

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quality and must be installed in a workmanshiplike manner whereas to present an appearance that in no way may be construed as detrimental to the Subdivision. Such other materials shall be painted and maintained in a manner such as to preserve them from the weather and present a well-kept appearance.

(e) All mobile homes must be anchored to the land in the manner prescribed by applicable law.

(f) Only one mobile home shall be permitted on a Mobile Home Lot.

3.03 All residences on Lots other than Mobile Home Lots, shall be of new construction and shall consist of a minimum of 750 square feet of living area, excluding garages, porches and patios. Each house, building, or structure must be built of new material consisting of wood, stone, brick, concrete or other recognized building material, and no building, house or structure shall be constructed of tar paper, iron, tin, or sheet metal, and no tent, bus, trailer, or canvas-covered shelter shall be placed on said premises, except for existing dwellings.

GENERAL RESTRICTIONS RELATING TO ALL LOTS

3.05 In addition to the above restrictions which may relate to specific lots, the following general restrictions apply to all Lots in the Subdivision:

(a) Any detached building, garage, carport, shed or structure or addition to or following the constructions of the first residence must be of all new material and must be of equal quality as the residence.

(b) No structure of a temporary character, travel trailer, bus, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

(c) No building or structure shall be constructed on the property until provisions have been made for drainage of surface water to an offsite area without draining across adjacent property, with all drainage being unto the street, road or natural drainage areas.

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RUBBISH, TRASH AND GARBAGE

(d) No part of the property shall ever be used for outside, unenclosed storage of any type. The property shall be kept free and clear of weeds, and tall grass, such as will be in keeping with other property in the development. No junk or abandoned boats, boat trailers or vehicles, nor vehicles, boats and boat trailers in an inoperative condition shall be permitted to remain on any lot in the subdivision for more than thirty (30) days. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers not readily visible from the street. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

ANIMALS

(e) No animals, livestock or poultry of any kind, except as is hereinafter provided for shall be raised, bred or kept on any lot except dogs, cats, or other household pets, may be kept and must be kept in enclosed kennels or leashed.

BUSINESS USES

(f) No professional, business, or commercial activity to which the general public is invited shall be conducted on any lot.

SIGNS

(g) No signs of any character shall be allowed on any lot, except one sign of not more than five (5) feet square advertising the property for sale or rent; provided, however, that any person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale.

The foregoing provision of Paragraph Number 3.05(g) shall not apply to Declarant or his assigns when acting as Developer of this property.

NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED

(h) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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GUNS

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(i) There shall be no firing of rifles or hand guns on any of the Lots in said Subdivision.

WASTE

(j) No outside toilets shall be installed or allowed on any Lot in the Subdivision. Disposition of human excreta and other sewage shall be by septic tank meeting sanitary specifications of the State and County Health Departments and the owner of said Subdivision.

(k) The owners or occupants of all Lots of the Subdivision shall at all times keep all weeds and grass thereupon cut in a sanitary, healthful and attractive manner, and shall in no event use any Lot for storage of material and equipment. Such owners or occupants shall not permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any Lot in the Subdivision in observing the above stated requirements, or any of them, the Control Committee shall have the right to enter upon such Lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash, or rubbish, etc., so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such Lot for the reasonable cost of such work. The owner or occupant of the subject lot shall pay such bill or statement immediately upon receipt thereof.

(l) No Lot in the Subdivision shall be subdivided or a portion thereof conveyed except as between respective owners of full Lots contiguous thereto; provided that all Lots in the Subdivision shall be not less than 15,000 square feet in size; and any such attempt to otherwise subdivide ownership of a Lot shall be absolutely void.

(m) No use of any Lot shall be made for any purpose that would result in the pollution of the waters above, below or adjacent to the surface of the Subdivision. No commercial excavation for stone, gravel, shells, sand or earth shall be made on any Lot in the Subdivision. Under no circumstances shall any lot owner be permitted to deliberately alter the topographic conditions of any Lot in any way which would alter the natural drainage patterns in the Subdivision.

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(n) No owner or occupant of a Lot shall place permanent tanks for the storage of gases, liquids, fuel or otherwise on any Lot in the Subdivision.

(o) No water well may be drilled on any Lot in the Subdivision.

(p) All mobile homes and all other items of personal property and other improvements such as slabs, benches, tables or permanent fire places shall be set back at least twenty (20) feet from the front of each Lot and at least four (4) feet from the side Lot lines and at least twenty (20) feet from the rear Lot line.

ARTICLE FOUR

EASEMENTS

4.01 An easement of four (4) feet in width adjacent to and around the entire property, as individually subdivided or resubdivided, is expressly reserved for the purpose of constructing and maintaining conduits, lines, or other service necessary for service to said property. All structures must be built to a twenty (20) foot building line off the County Road easement.

ARTICLE FIVE

GENERAL PROVISIONS

DURATION AND AMENDMENT

5.01 These covenants, restrictions and conditions shall be binding upon all Owners of Lots in said Subdivision, their heirs, legal representative and assigns for a period of twenty-five (25) years from the date hereof, after which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots in said Subdivision has been recorded in the Deed Records of Matagorda County, Texas, agreeing to change said covenants in whole or in part, and no act or omission by the Owner of the Subdivision, his heirs or assigns, or by the Owners of the Lots, shall be a waiver of the operation or enforcement of these restrictions and conditions.

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NOTICES

127-134-819

5.02 Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid, certified mail, return receipt requested, to the last known address of the person who appears as Owner on the records of Declarant or the records of the Control Committee, at the time of such mailing. This Section shall never be deemed to obligate Declarant or Control Committee to maintain records of addresses or to give notices. It shall be the duty of each Owner to keep Declarant and/or the Committee currently advised as to the addresses of Owners.

SEVERABILITY

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

ENFORCEMENT

5.04 The Declarant, or any Owner, 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 provision 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.

AMENDMENTS

5.05 This Declaration and any or all of the conditions set out herein may be amended by an instrument of amendment meeting the following requirements: The instrument of amendment shall be in writing and shall be executed and acknowledged by seventy-five percent (75%) of the Owners of fee title of the Lots in the Subdivision subject hereto, and must be filed of record in the Deed Records of Matagorda County, Texas; provided, however, the Declarant hereby reserves and shall at all times have the right to amend this Declaration without the consent of any other person for the purpose of correcting any typographical or other error in this Declaration. The instrument of amendment shall be deemed to be effective on the date the instrument is filed of record in Matagorda County, Texas.

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Any amendment to this Declaration shall be binding on all lots in the Subdivision subject hereto and the Owners thereof, after the effective date thereof.

ARTICLE SIX

GRANDFATHER PROVISION

6.01 Notwithstanding any other provision contained herein to the contrary, it is expressly and controllingly provided that none of the hereinabove restrictive covenants apply to any existing dwelling located and situated on the real estate described in Exhibit "A" attached hereto and made a part hereof; provided however, in the event any existing dwelling (not mobile home or house trailer) is removed from any of said lots, the above restrictive covenants shall ipso facto apply to said lots; and it is further expressly provided that all mobile homes or trailers shall be removed from said lots on which mobile homes or trailers are prohibited shall be removed from said lots within three (3) years from the date of the acquisition of said lot from the Declarant.

EXECUTED by the said Declarant, on this the 28th day of July, 1986.

ESTATE OF W. W. HUBERT, DECEASED

By: E. M. Huitt, Jr.
E. M. Huitt, Jr., Independent
Administrator

Garland Watson, Jr.
Garland Watson, Jr.

Judith Ann Watson Perkins
Judith Ann Watson Perkins

Betty Hubert Wise
Betty Hubert Wise

THE STATE OF TEXAS

COUNTY OF MATAGORDA

This instrument was acknowledged before me on the 23rd day of October, 1986, by E. M. Huitt, Jr., Independent Administrator of the Estate of W. W. Hubert, Deceased.

Nancy Munson
Notary Public in and for the
State of Texas
Notary's Printed Name: NANCY MUNSON
My commission Expires: 12/27/88

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County of Matagorda I

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This instrument was acknowledged before me on the 23rd day of October, 1986, by J. Garland Watson, Jr.

Nancy Munson
Notary Public in and for the
State of Texas
Notary's Printed Name: Nancy Munson
Commission Expires: 12/27/88

THE STATE OF TEXAS

County of Matagorda I

This instrument was acknowledged before me on the 23rd day of October, 1986, by Judith Ann Watson Perkins.

Nancy Munson
Notary Public in and for the
State of Texas
Notary's Printed Name: Nancy Munson
Commission Expires: 12/27/88

THE STATE OF TEXAS

County of Matagorda I

This instrument was acknowledged before me on the 23rd day of October, 1986, by Betty Hubert Wise.

Nancy Munson
Notary Public in and for the
State of Texas
Notary's Printed Name: Nancy Munson
Commission Expires: 12/27/88

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All of the lots of the Hubert and Watson Subdivision,
being a subdivision of 15.72 acres out of the E. R.
Wightman League, Abstract 101, in Matagorda County,
Texas, according to the Plat No. 375-A and 375-B of
the Plat Records of Matagorda County, Texas.

FILED

'86 OCT 24 P2:32

Lois Vaughn
COUNTY CLERK
MATAGORDA COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF MATAGORDA

I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped herein by me
and was duly RECORDED in the above named records of
Matagorda County, Texas on



OCT 24 1986

Lois Vaughn
COUNTY CLERK, Matagorda County, Texas

EXHIBIT "A"