

**AMENDED AND RESTATED  
DECLARATION OF EASEMENTS,  
RESTRICTIONS, COVENANTS AND CONDITIONS OF TWO PALMS SUBDIVISION  
(FORMERLY MATAGORDA BAYVIEW SUBDIVISION),  
THREE PALMS SUBDIVISION, AND MAYFIELD SUBDIVISION**

THE STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF CALHOUN       §

This Amended and Restated Declaration of Easements, Restrictions, Covenants and Conditions of Two Palms Subdivision (formerly Matagorda Bayview Subdivision), Three Palms Subdivision, and Mayfield Subdivision ("Amended and Restated Declaration") is made as of the Effective Date (as hereinafter defined) by Matagorda View, LLC, whose address is 1819 Saint James Place, Houston, Texas 77056-4110 ("Declarant"), Matagorda View North, LLC, whose address is 1819 Saint James Place, Houston, Texas 77056-4110 ("Matagorda North"), John W. Schuhmacher III and wife, Laura G. Schuhmacher (collectively, "Schuhmacher") and JLAL Holdings, Ltd., a Texas limited partnership ("JLAL").

**WITNESSETH:**

By instrument recorded at Clerk's File No. 2017-01450 of the Official Public Records of Calhoun County, Texas, Matagorda View, LLC, John W. Schuhmacher III and wife, Laura G. Schuhmacher, and John I. Griffin and wife, Linda L. Griffin, entered into that certain Declaration of Easements, Restrictions, Covenants and Conditions of Two Palms Subdivision (formerly known as Matagorda Bayview Subdivision), Three Palms Subdivision and Mayfield Subdivision (the "Two Palms/Three Palms Restrictions").

Declarant was originally the owner of all of Lot 1, Block 1, of Mayfield Subdivision, a subdivision recorded at Z/654 of the Calhoun County, Texas Plat Records. Declarant subdivided Matagorda Subdivision into several different subdivisions: Two Palms Subdivision (recorded at Instrument No. 2017-01183, Slide 562B) of the Calhoun County Plat Records); Three Palms Subdivision (recorded at Instrument No. 2017-01184, Slide 568A) of the Calhoun County Plat Records); and Matagorda Bayview Subdivision, Section 1 (recorded at Instr. No. 2019-00081, Slide 596B) of the Calhoun County Plat Records.

Declarant conveyed to Matagorda North the balance of the Mayfield Subdivision lands which were not included within the Two Palms Subdivision, the Three Palms Subdivision, and the Matagorda Bayview Section 1 Subdivision, and Matagorda North is the current owner of same as of the date of this instrument.

Schuhmacher is the current owner of Lots 3 and 4, Block 1, Two Palms Subdivision (formerly known as Matagorda Bayview Subdivision), and Lot 1, Block 1 of Three Palms Subdivision, and Lot 1, Block 1 of Three Palms Subdivision.

JLAL is the current owner of Lots 1 and 2, Block 1 of Two Palms Subdivision.

Declarant is the current owner of Lots 1-11, Block 1, of Matagorda Bayview Section 1 Subdivision, a subdivision of Calhoun County, Texas according to the map or plat thereof, recorded at Instrument No. 2019-00081 of the Calhoun County Deed Records, Slide No. 596B.

Declarant, Matagorda North, Schuhmacher and JLAL desire to amend and restate the Original Two Palms/Three Palms Restrictions as further set forth herein.

## ARTICLE I. DEFINITIONS

Whenever used in this Amended and Restated Declaration, the following words and phrases shall have the following stated meanings, unless expressly provided otherwise in this Amended and Restated Declaration, or the context or use in this Amended and Restated Declaration clearly requires otherwise.

- 1.1 "Bay" shall mean Matagorda Bay.
- 1.2 Intentionally omitted.
- 1.3 "Codes" means the regulations, ordinances or codes of any city or county in which any portion of the Property is located, as well as all applicable state and federal statutes and administrative rules.
- 1.4 "Dock" means a structure extending alongshore of land, or out from the shore of Matagorda Bay into said Bay.
- 1.5 "Effective Date" means May 20, 2016.
- 1.6 "Fence" means a fence, wall (other than a wall of a Single Family Residence or Outbuilding), hedge or other enclosure designed to enclose an area of land.
- 1.7 "Future Private Road" means a private roadway intended to be platted and constructed within Zone 4, for the initial benefit of and development of the Zone 3 and Zone 4 lands, which Future Private Road may run adjacent or near to the Zone 2 lands.
- 1.8 "Home Business Use" means use for personal professional library keeping of personal or professional records or accounts, handling of personal business or professional telephone calls and other business activity, but only if such business activity is: (a) limited to the business of the Owner (or Owner's tenant if applicable); (b) secondary to the use of the Single Family Residence and its Outbuilding for Single Family Residential Use; and (c) not detectable by sight, sound or smell from outside the Single Family Residence and any associated Outbuilding.
- 1.9 "Industrial Use" means use for commercial manufacturing; commercial distribution; medical / infection / municipal waste collection, processing or incineration; metal salvage or reclamation; junk-yard; recycling buy-back, collection, drop off or processing center; sanitary landfill, concrete or asphalt batch plant, freight terminal, petroleum or metal

product storage, refining or smelting or commercial electric generation. Notwithstanding anything to the contrary contained in the foregoing sentence, hydrocarbon based electrical generation for personal use during temporary periods of electrical outages and solar electrical generation for single family residential use are permitted, however, wind generators are not permitted.

1.10 "Initial Term" means a thirty (30) year period commencing on the Effective Date.

1.11 "Lot" shall mean and refer to an individual lot shown upon the Two Palms Subdivision, the Three Palms Subdivision, and any future individual lot that may be platted or created (whether by plat or by metes and bounds description) upon Zone 1, Zone 2 or Zone 3 Lots. "Lots" shall mean and refer to more than one individual Lot.

1.12 "Outbuilding" means a detached garage, detached barn, detached storage structure, detached workshop, detached pool house, and/or detached view tower.

1.13 "Owner" shall mean and refer to the record owner according to the Real Property Records, whether one or more persons, or entities, of fee simple title to a Lot, or any portion of the Property if such portion of the Property is not yet divided into a Lot, including purchasers and sellers under contracts for deed, but excluding those persons having an ownership interest merely as security for the performance of an obligation, and excluding those persons having any interest in the oil, gas or mineral estate of the affected land.

1.14 "Permitted Signs" means: (a) one (1) sign advertising a particular Lot or portion of the Property for sale or lease or rent, but only during such periods of time when such Lot or portion of the Property is in fact for sale or for lease or rent; (b) security service signs as provided by a professional security service company; and (c) political signs, to the extent permitted by applicable Codes, with all signs being no larger than 2 foot by 2 foot.

1.15 "Private /Public Roadway" means any private or public roadway crossing through the Zone 4 lands.

1.16 "Property" shall mean all of the lands within Zones 1, 2, and 3 collectively.

1.17 "Real Property Records" shall mean and refer to those records of the County Clerk of Calhoun County, Texas, in which conveyances of real property, which are part of the lands burdened by this Amended and Restated Declaration, are recorded.

1.18 "Signs" means any signs, billboards, posters, banners, pennants or advertising devices of any kind, including without limitation, business, professional, promotional, or institutional signs.

1.19 "Single Family Residence" means a dwelling structure designed primarily for habitation, including sleeping areas, food preparation and indoor sanitation facilities, together with one Outbuilding. Single Family Residence excludes: (a) mobile homes, manufactured homes (as defined under Texas law), trailer homes and recreational vehicles

(RVs) and campers parked on the Property for a period longer than fourteen (14) consecutive days within any eighteen (18) consecutive day period; (b) duplex or triplex dwelling structures, apartment homes, condominiums or other types of structures designed for multi-family dwellings; (c) group-home facilities, half-way homes, rehabilitation centers, treatment facilities, or residences for unrelated individuals who are engaging in, undertaking or participating in any group living, rehabilitation, treatment, therapy or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency, physical or mental handicaps or illness or other similar matters; and (d) boarding or rooming houses for transients, motels, and hotels.

1.20 "Single Family Residential Use" means use of the Single Family Residence by either: (a) husband and wife, their dependent children and their dependent parents, grandparents, grandchildren, brothers and sisters who are maintaining a common household and who are members of a single family related by blood, marriage or adoption; or (b) one or more natural persons not so related but who are maintaining a common household in a Single Family Residence on a nonprofit, noncommercial basis with a common kitchen and dining area. Single Family Residential Use **excludes** any activity or use of the Property that is associated with use by the public generally for business or professional related purposes (other than a Home Business Use), commercial or manufacturing use, or Industrial Use. Notwithstanding anything to the contrary contained in the foregoing definition, the use of portions of the Property restricted to Single Family Residential Use herein for public or private roadways and utility easements which are ancillary and necessary to provide access and utilities to future Lots shall be permitted within lands restricted to Single Family Residential Use.

1.21 "Spa" means a non-commercial underground or above ground jacuzzi tub, whirlpool, hot tub or spa, whether free-standing or attached to a Swimming Pool.

1.22 "Swimming Pool" means an underground non-commercial pool together with its associated hardscape, decking and equipment. No above ground pools are permitted in the Subdivision.

1.23 "Utilities" means electric lighting, electric power, telegraph, telephone, cable, fiber optic or other communications line or lines and water, gas, sanitary sewers, storm sewer line or lines.

1.24 "Zone 1". Zone 1 is the land making up the Two Palms Subdivision and which is shown on **Exhibit 1**, attached hereto.

1.25 "Zone 2". Zone 2 is the land making up the Three Palms Subdivision which is shown on **Exhibit 2**, attached hereto.

1.26 "Zone 3". Zone 3 is the land shown and described on **Exhibit 3**, attached hereto.

1.27 "Zone 4." Zone 4 is the land covered by the original Mayfield Subdivision (before any portion thereof was vacated), **save and except** the lands included within Zones 1, 2, and 3.

**ARTICLE II.  
RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

2.1 Dedications in the Two Palms Subdivision. The plat of the Two Palms Subdivision dedicates for use as such, subject to the limitations set forth therein, the easements shown thereon, and the plat of the Two Palms Subdivision further establishes certain restrictions applicable to the Lots within Zone 1, including, without limitation, certain minimum setback lines. All easements, dedications, limitations, restrictions and reservations shown on the Two Palms Subdivision plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed and other instrument conveying or affecting all or part of the Two Palms Subdivision, including a leasehold or other possessory interest, whether or not specifically referred to therein. To the extent of any inconsistency between the terms and provisions of the Two Palms Subdivision and the terms and provisions of this Amended and Restated Declaration, the terms and provisions of the Two Palms Subdivision shall prevail. To the extent of any inconsistency between: (i) the provisions of this Amended and Restated Declaration or the matters reflected on the Two Palms Subdivision; and (ii) the Codes, the Codes shall prevail.

2.2 Reservation of Easements in Two Palms Subdivision. Declarant further reserves the easements shown on the Two Palms Subdivision plat for the purpose of constructing, maintaining and repairing a system or systems of Utilities and any other Utility which may be installed in, across, or under said easements; provided all such Utilities shall be for the benefit of the Zone 1 and/or Zone 2 lands and shall be located underground (except that electrical transformer boxes, water meters and similarly required utility structures which connect other than cables and conduit may be set above ground), and no transformers serving tracts other than those situated within Zone 1 or Zone 2 may be located within said easements shown on the Two Palms Subdivision plat.

2.3 Dedications in the Three Palms Subdivision. The plat of the Three Palms Subdivision does not dedicate any easements. All dedications, limitations, restrictions and reservations, if any, shown on the Three Palms Subdivision plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, and other instrument conveying or affecting all or part of the Three Palms Subdivision, including a leasehold or other possessory interest, whether or not specifically referred to therein. To the extent of any inconsistency between the terms and provisions of the Three Palms Subdivision and the terms and provisions of this Amended and Restated Declaration, the terms and provisions of the Three Palms Subdivision shall prevail. To the extent of any inconsistency between: (i) the provisions of this Amended and Restated Declaration or the matters reflected on the Three Palms Subdivision; and (ii) the Codes, the Codes shall prevail.

**ARTICLE III.  
USE RESTRICTIONS**

3.1 Land Uses and Building Type on the Property. The lands within Zones 1, 2, and 3 shall be used for Single Family Residential Uses only, and except as otherwise provided in this Amended and Restated Declaration, no building or improvement shall be erected, placed or permitted to remain on any Lot or portion of the land within Zones 1, 2, and 3 other than one Single Family Residence, together with no more than one associated Outbuilding and Fences.

3.2 Setbacks – Zones 1 and 3. The following further specific restrictions and requirements regarding the buildable areas of Zone 1 and Zone 3 shall apply:

(a) Front Setback in Zone 1. No Single Family Residence or other structure, excluding, however, a Fence, Swimming Pool, Spa or landscaping (excepting trees), shall be erected, placed or permitted to remain on the real property within Zone 1 located east (Bay side) of the 80' Building Line shown on the Two Palms Subdivision plat.

(b) Front Setback in Zone 3. No Single Family Residence or other structure, excluding, however, a Fence, Swimming Pool, Spa or landscaping (excepting trees), shall be erected, placed or permitted to remain on the real property within Zone 3 located east (Bay side) of the Front Building Setback Line shown on **Exhibit 3**.

(c) Side Setbacks in Zone 1. No Single Family Residence or other structure, excluding, however, a Fence, landscaping or equipment associated with the operation of a Swimming Pool or Spa provided such equipment is not placed within a utility easement, shall be erected, placed or permitted to remain on the real property within Zone 1 situated between the boundary line of a Lot and the 5' Building Line shown on the Two Palms Subdivision Plat.

(d) Side Setbacks in Zone 3. No Single Family Residence or other structure, excluding, however, a Fence landscaping or equipment associated with the operation of a Swimming Pool or Spa provided such equipment is not placed within a utility easement, shall be erected, placed or permitted to remain on the real property within Zone 3 situated between the northern boundary line of the Two Palms Subdivision and the 5' Zone 3 Side Setback Line shown on **Exhibit 3**.

(e) Rear Setback in Zone 1. No Single Family Residence or other structure, excluding, however, a Fence, Swimming Pool, Spa, landscaping or equipment associated with the operation of a Swimming Pool or Spa provided such equipment is not placed within a utility easement, shall be erected, placed or permitted to remain on the real property within Zone 1 situated within ten feet (10') of the western boundary line of any Lot located within Zone 1.

3.3 Setbacks – Zone 2.

(a) Unless and until the Zone 2 lands have been annexed into any future scheme of development within the lands in Zones 3 and/or 4 as permitted under Section 4.2

hereof, the "front" of a Lot within Zone 2 shall face Taylor Avenue, and no Single Family Residence or other structure, other than a Fence or landscaping, shall be erected, placed or permitted to remain on the real property within Zone 2 closer than the distances set forth below:

(i) Front Setback Zone 2. Twenty-five feet (25') from the southern boundary of Zone 2, being the northern right-of-way line of Taylor Avenue and the south line of Three Palms Subdivision.

(ii) Rear Setback Zone 2. Five feet (5') from the northern boundary of Zone 2, being the north line of Three Palms Subdivision.

(iii) Side Setbacks Zone 2. Fifteen feet (15') from the western boundary of Zone 2 and five feet (5') from the eastern boundary of Zone 2.

(b) In the event the Zone 2 lands are annexed into a future general scheme of development within Zones 3 or 4, as permitted in Section 4.2 hereof, then the "front" of a Lot within Zone 2 may face either Taylor Avenue or any public or private roadway running adjacent to the western boundary of Zone 2, as designated for any such Lot in the annexation instrument annexing the Zone 2 lands (or portions thereof) into the general scheme of development within Zone 3 and/or 4. If a Lot within such annexed area is to front on Taylor Avenue, then the setbacks established under Section 3.3(a) above shall control as to such Lot. In the event that a Lot within such annexed area is to front on any such public or private roadway running adjacent to the western boundary of Zone 2, then no Single Family Residence or other structure, other than a Fence or landscaping, may be erected, placed or permitted to remain on the real property within such Zone 2 Lot closer than the distances set forth below:

(i) Front Setback Zone 2. Fifteen feet (15') from the western boundary of Zone 2;

(ii) Rear Setback Zone 2. Five feet (5') from the eastern boundary of such Lot;

(iii) Side Setbacks Zone 2. Five feet (5') from the southern and northern boundaries of such Lot, except that if the Lot is considered a corner lot, its setback shall comply with the minimum side setback requirements for a corner lot in force at the time of platting by the applicable authority having jurisdiction over platting.

3.4 Building Heights. The following further specific restrictions and requirements regarding the elevations of Single Family Residences, Outbuildings and Fences upon the Property (being Zones 1, 2, and 3) shall apply:

(a) Minimum Elevation of Living Area/Single Family Residence. The minimum height of the livable space of a Single Family Residence within the Property shall be constructed at an elevation above ground level not less than the minimum elevation

required for residential uses under the Codes applicable at the time that any Single Family Residence is initially constructed or reconstructed after casualty.

(b) Maximum Building Height/Single Family Residence. No Single Family Residence may be constructed, reconstructed or remodeled to a height of more than two (2) stories of living space.

(c) Maximum Building Height of Outbuildings. No Outbuilding may be constructed, reconstructed or remodeled to a height of more than twenty-two feet (22') above ground level.

(d) Height of Fences. No Fence may exceed a height of four and one-half feet (4.5') from the grade of the land upon which it is installed or maintained.

3.5 Docks and Boat Houses. Subject to all applicable Codes, each Lot Owner owning a Lot or property which abuts the Bay may build one Dock from the bank of that Owner's Lot or property out into the Bay. Docks are specifically exempt from the Front Setback and Rear Setback requirements set forth in Section 3.2 hereof. Each Owner is responsible for complying with all applicable Codes with respect to the construction, repair and reconstruction of a Dock. All Docks must be maintained in a safe and tidy condition at all times save and except during construction or repair thereof. Within Zones 1 and 3 only, no sheds or covered, walled or roofed structures for the storage of boats may be constructed or maintained along the shoreline of the Bay or connected to a Dock.

3.6 Subdivision of Lots. No Lot within Zone 1 may be further subdivided into smaller tracts. Lands within Zone 2 may not be subdivided into more than four (4) Lots. Declarant specifically contemplates that the lands within Zones 2, 3 and 4 may be further subdivided into Lots after the Effective Date of this Amended and Restated Declaration in accordance with all applicable Codes.

3.7 Single Owner of Contiguous Lots. If two or more contiguous Lots within Zone 1, Zone 2, and/or Zone 3 are owned by the same Owner, then to the extent permitted by applicable Codes, such Owner shall be permitted to construct a Single Family Residence and its associated Outbuilding over the side Lot lines which divide such contiguous Lots, without replatting the contiguous Lots as a single Lot. However, a Single Family Residence cannot be constructed over the Rear Setback Lines of contiguous Lots that are owned by the same Owner. Additionally, if two or more contiguous Lots within Zone 1 and Zone 2 are owned by the same Owner, such Owner shall be permitted to construct a Single Family Residence on one Lot and its associated Outbuilding on the other contiguous Lot.

3.8 Fill and Drainage. No portion of Zone 1, 2, or 3 may be built up with dirt or fill materials which raise the elevation thereof more than two feet (2') from the natural grade thereof. Each Owner shall be responsible for ensuring that all state and federal rules and regulations regarding fill, drainage and runoff are met with respect to that Owner's Lot.

3.9 Use of Temporary Structures. Within Zones 1, 2, and 3, no structure of a temporary character, including but not limited to a trailer, tent, shack, sales and construction offices and storage area, model unit, sign, portable toilet facility, or other outbuilding or



improvement shall be erected, placed or permitted to remain on any Lot or portion of such real property, except for a limited amount of time in connection with the construction of a Single Family Residence on that Lot or real property, and excepting Outbuildings erected or placed thereon in accordance with Section 3.1 above.

3.10 Construction Period. Once construction of a Single Family Residence situated within Zones 1, 2, and 3 has commenced, the Owner shall diligently prosecute its construction to completion within a period of twenty-four (24) months after the commencement of construction.

3.11 Storage of Automobiles, Boats, Trailers and Other Vehicles. Within Zones 1, 2, and 3, no automobile or other motorized vehicle (such as a motorcycle, scooter, golf cart, all-terrain vehicle (ATV) or similar motorized vehicle), camper or recreational vehicle, whether with or without a motor, may be parked or stored outside of any building (as opposed to being fully enclosed within a garage or other permitted Outbuilding) unless such vehicle is in operating condition, is in regular use as passenger motor vehicle on the streets and highways of the State of Texas, does not exceed seven feet (7.0') in height, seven feet six inches (7'6") in width, and twenty-one feet (21') in length, and is parked in the driveway on such Lot. No trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any Lot unless such object is either: a) concealed from public view behind a permitted Fence or concealed within a fully enclosed Outbuilding or attached garage of a Single Family Residence on which the doors may be closed and secured; or b) parked or stored under an elevated Single Family Residence (although such area may not and need not be concealed from view). Notwithstanding the foregoing, a camper or recreational vehicle, including a fifth-wheel camper, motor home, or camper van, may not be permanently stored on any Lot unless such camper or recreational vehicle is concealed from public view within a fully enclosed Outbuilding or garage associated with a Single Family Residence on said Lot. None of the foregoing restrictions of this Section 3.11 shall apply to any vehicle, trailer, machinery, equipment, camper or recreational vehicle which is temporarily parked within any of Zones 1, 2, and 3 for a period of less fourteen (14) consecutive days within any eighteen (18) consecutive date period), or during any longer period which such vehicle, trailer, machinery, equipment, camper or recreational vehicle is in temporary use for the erection, repair or maintenance of structures on a Lot; however, no one shall be permitted to dwell or reside in such vehicle, trailer, machinery, camper or recreational vehicle during the erection, repair or maintenance of structures on a Lot.

3.12 Animal Husbandry. No animals of any kind shall be raised, bred or kept on any Lot within Zones 1, 2 and 3 excepting common household pets, such as dogs, cats and other common household pets that are not raised, bred or kept for commercial purposes. Notwithstanding the foregoing, a Lot Owner within Zone 1, 2 or 3 may raise and keep no more than five (5) adult laying hens on its Lot; provided such laying hens are kept in a pen or enclosure. No roosters shall be permitted within Zones 1, 2, and 3. Household pets must be confined inside a Fenced area. All animals owned by an Owner of a Lot within Zones 1, 2, and 3 shall be kept on the Owner's Lots.

3.13 Vegetation. All trees, shrubs and other vegetation on a lot, including grass and weeds, shall at all times be cut, pruned and otherwise maintained in a neat, sanitary,

healthful and attractive condition, and no portion of the Property shall ever be used for storage of materials and equipment except for normal residential requirements, or incident to construction of improvements thereon as permitted in this Amended and Restated Declaration.

3.14 Erosion. Each Lot or land Owner within Zones 1, 2, 3 or 4 whose land abuts the Bay shall be solely responsible for maintenance of rip rap, or other defenses against erosion, with respect to each such Owner's lands. The installation, maintenance, construction or repair of rip rap, or such other erosion defenses, must be performed in accordance with all applicable Codes. The responsibility for maintenance of any erosion defenses may be assigned to any future homeowner's association, civic association, or governmental authority.

3.15 Trash. No part of Zones 1, 2 or 3 shall be used or maintained as a dumping ground for garbage, trash, rubbish, or other waste, nor shall the accumulation of garbage, trash, rubbish or other waste be permitted thereon. Equipment for the storage or disposal of garbage, trash, rubbish and other waste generated in the construction or alteration of improvements on the Property may be placed thereon (in appropriate containers) at the time construction is commenced and may be maintained thereon until the completion of the work, so long as the construction progresses without undue delay, at which time the garbage, trash, rubbish and other waste shall be removed from the Property.

3.16 Rental. No portion of the Lots in Zone 1, or the lands within Zone 2 and 3, may be leased, subleased or rented for any use other than Single Family Residential Use, and shall not be leased, subleased or rented for periods of less than one month.

3.17 Signs. No signs are permitted within Zones 1, 2, and 3, other than Permitted Signs.

3.18 Industrial Use Prohibited Zones 1, 2 and 3. No portion of Zones 1, 2, or 3 shall be utilized for any Industrial Use.

3.19 Industrial Use Prohibited in Zone 4. No portion of Zone 4 shall be utilized for any Industrial Use. This restriction is not intended to restrict Zone 4 from commercial uses, provided such commercial uses are not Industrial Uses, as defined herein.

3.20 Noxious Uses / Nuisances. No substance, thing, or material may be kept upon Zones 1, 2, 3 or 4 which emits foul or obnoxious odors, or that will cause noise or other condition that materially disturbs the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No portion of Zones 1, 2, 3 or 4 may be used for any illegal purpose. Notwithstanding anything to the contrary contained in the foregoing and to the extent permitted by applicable Codes, an Owner of land within any of Zones 1, 2, 3 or 4 may burn brush from time to time.

3.21 Mineral Development. No portion of Zones 1, 2, or 3 may be used for the drilling or mining of oil, gas or other minerals.

**ARTICLE IV.  
ADDITION TO AND ANNEXATION OF PROPERTY**

4.1 No Right to Add and Annex Property. Declarant shall not have the right to add and annex additional real property into the boundaries of the Two Palms Subdivision Plat, or the Three Palms Subdivision Plat covered by this Amended and Restated Declaration, without the consent and agreement of at least seventy-five percent (75%) of the Owners of land within both the said Two Palms and Three Palms Subdivisions.

4.2 Future Covenants Burdening Zone 3 and Zone 4. Declarant presently contemplates the development of additional Lots within Zone 3 and Zone 4, and Declarant (or his/her/its successors and assigns) may create other declarations of restrictions, covenants and conditions burdening Zone 3, Zone 4 and such other lands developed by Declarant (or its successors and assigns) and located contiguous to Zone 3 or Zone 3 lands. Any Lot Owner within Zone 1 or Zone 2 may, in its sole discretion, elect to annex any Lot(s) that it owns which are contiguous to Zone 3 into such future scheme of restrictions, covenants and conditions that may burden Zone 3, Zone 4 or such other lands contiguous thereto which are developed by Declarant and such annexed lands shall be granted any necessary ingress / egress rights across any existing utility easements that may separate such Lot Owner's land from any public or private right of way lying within the Zone 3 or 4 lands. Declarant (for itself and its successors and assigns) further agrees to include annexation rights for the Zone 1 or Zone 2 Lot Owners within the scheme of restrictions, covenants and conditions that may burden Zone 3 and/or 4 in the future.

**ARTICLE V.  
GENERAL PROVISIONS**

5.1 General Rule - Majority Amendment.

(a) Term. During the Initial Term, the covenants and restrictions of this Amended and Restated Declaration shall run with and bind all of Zones 1, 2, 3 and 4, and shall inure to the benefit of and be enforceable by Declarant and any Owner of land within Zones 1, 2, 3 and 4, or such Owners' legal representative, heirs, successors and assigns, as the case may be. Upon the expiration of the Initial Term, unless terminated, modified or amended as provided in Section 5.1b below, said covenants and restrictions and the enforcement rights relative thereto shall be automatically extended for successive periods of ten (10) years each.

(b) Waiver, Termination, Addition and Modification. Except as otherwise expressly provided for in this Amended and Restated Declaration, the provisions of this Amended and Restated Declaration may be amended, waived or terminated only by an instrument executed by: (i) the Owners of a majority of the land area within Zone 1; (ii) the Owners of a majority of the land area within Zone 2; (iii) the Owners of a majority of the land area within Zone 3; and (iv) the Owners of a majority of the land area within Zone 4, as such ownership of the affected lands are reflected in the Real Property Records at the time such amendment, waiver or termination is undertaken. It is intended that the calculation of a majority of Owners within any Zone is to be separately calculated as to each such separate

Zone such that a majority of Owners within each such zone must agree to the amendment, waiver or termination.

5.2 Super-Majority Required Amendments. Notwithstanding anything to the contrary contained within Section 5.2 hereof, any termination, modification or amendment to any of Sections 1.9, 1.19, 1.20, 3.1, 3.18, 3.19, 3.20 and 3.21 hereof concerning Single Family Residential Use, Industrial Use and Noxious Uses/Nuisances, and definitions related thereto within Zones 1, 2, 3, and 4 and this Section 5.2, may be amended, waived or terminated only by an instrument executed by: (i) the Owners of 75% of the land area within Zone 1; (ii) the Owners of 75% of the land area within Zone 2; (iii) the Owners of 75% of the land area within Zone 3; and (iv) the Owners of 75% of the land area within Zone 4; as such ownership of the affected lands are reflected in the Real Property Records at the time such amendment, waiver or termination is undertaken.

5.3 Co-Tenant Ownership. With respect to any instrument executed to terminate, amend or modify this Amended and Restated Declaration pursuant to Section 5.1 or 5.2 hereof, or to annex any portion of Zone 1 or Zone 2 into any other future scheme of development associated with either Zone 3 or 4 pursuant to Section 4.2 hereof, if a Lot or tract of land within any Zone is owned by more than one (1) natural person or legal entity, then execution of such termination, amendment, modification or annexation by a majority of such co-tenant owners shall be binding upon all Owners of such Lot or tract of land.

5.4 Additional / More Burdensome Restrictions. Nothing herein shall limit the Owners of lands within any single Zone from further restricting the use of lands within such single Zone or imposing additional construction / location of improvements types of constraints provided such additional restrictions are more restrictive in effect than the restrictions imposed by this Amended and Restated Declaration. To the extent of any conflict between such additional restrictions and this Amended and Restated Declaration, the more restrictive of either the additional restrictions or those of this Amended and Restated Declaration shall control.

5.5 Enforcement. Declarant and each Owner of the Property shall have the right to enforce all reservations, easements, restrictions, covenants and conditions now or hereafter imposed by the provisions of this Amended and Restated Declaration, and in connection therewith shall be entitled to recover all reasonable costs and attorneys' fees. Failure to enforce any provision hereof shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated that any violation or threatened violation of this Amended and Restated Declaration, or any failure or refusal, or threatened failure or refusal, to comply with the terms and provisions of this Amended and Restated Declaration, will result in irreparable harm to Declarant and each Owner, and that injunctive relief is appropriate and should be granted to prevent further violations and threatened violations and further failure or refusal, and threatened failure and refusal, to comply with the terms and provisions hereof. Thus, the reservations, easements, restrictions, covenants and conditions of this Amended and Restated Declaration may be enforced both by an action for damages and by injunctive and other equitable relief, including but not limited to restraining orders and mandatory and prohibitory injunctions, upon proof of the existence of any violation or threatened violation.

5.6 Severability. Invalidation of any one provision of this Amended and Restated Declaration shall in no way affect any other provision of this Amended and Restated Declaration, all of which provisions shall remain in full force and effect.

5.7 Interpretation. If this Amended and Restated Declaration, or any word, clause, sentence, paragraph or other part hereof, shall be susceptible of conflicting interpretations, then the interpretation which is most nearly in accord with the general purposes and objectives of this Amended and Restated Declaration shall govern, and this Amended and Restated Declaration may be corrected or clarified by Declarant to eliminate such conflicting interpretation.

5.8 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Amended and Restated Declaration shall be omitted herefrom, then it is hereby declared that such omission is unintentional, and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

5.9 Superseding and Replacement of Two Palms/Three Palms Restrictions. The parties intend that this Amended and Restated Declaration shall fully replace and supersede the Two Palms/Three Palms Restrictions which were recorded at Instrument No. 2017-01450 in the Official Public Records of Calhoun County, Texas.

(Signature page follows)

EXECUTED this 20<sup>th</sup> day of December, 2019, but effective as of May 20, 2016.

DECLARANT:

Matagorda View, LLC

By: Walter G. Mayfield  
Name: Walter G. Mayfield  
Title: Manager

Matagorda View North, LLC

By: Walter G. Mayfield  
Name: Walter G. Mayfield  
Title: Manager

John W. Schuhmacher, III  
John W. Schuhmacher, III

Laura G. Schuhmacher  
Laura G. Schuhmacher

JLAL Holdings, Ltd.

By: The Griffin Management Trust  
Its: General Partner

By: John I. Griffin  
John I. Griffin, Co-Trustee

By: Linda Lester Griffin  
Linda Lester Griffin, Co-Trustee

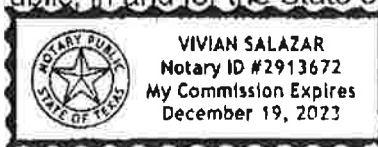
**Acknowledgments**

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

2020  
vs 2019 This instrument was acknowledged before me on the 6<sup>th</sup> day of February, 2019, by Walter G. Mayfield, Manager of Matagorda View, LLC, a Texas limited liability company.

Vivian Salazar  
Notary Public, in and for the State of Texas

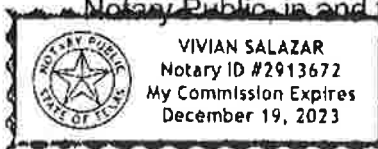
STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §



2020  
vs 2019 This instrument was acknowledged before me on the 6<sup>th</sup> day of February, 2019, by Walter G. Mayfield, Manager of Matagorda View North, LLC, a Texas limited liability company.

Vivian Salazar  
Notary Public, in and for the State of Texas

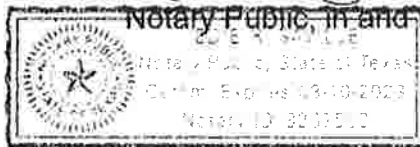
STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §



This instrument was acknowledged before me on the 20<sup>th</sup> day of December, 2019, by John I. Griffin, in his capacity as Co-Trustee of the John I. Griffin and Linda Lester Griffin, Co-Trustees of the Griffin Management Trust, general partner to JLAL Holdings, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Edie Saville  
Notary Public, in and for the State of Texas

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §



This instrument was acknowledged before me on the 20<sup>th</sup> day of December, 2019, by Linda Lester Griffin, in her capacity as Co-Trustee of the John I. Griffin and Linda Lester Griffin, Co-Trustees of the Griffin Management Trust, general partner to JLAL Holdings, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Edie Saville  
Notary Public, in and for the State of Texas

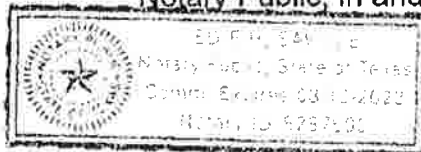


STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20<sup>th</sup> day of December, 2019, by John W. Schuhmacher, III, a Texas resident.

*Edie Saville*

Notary Public, in and for the State of Texas

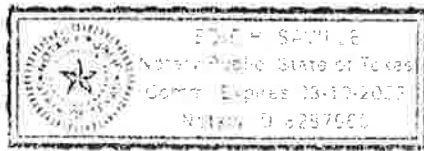


STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20<sup>th</sup> day of December, 2019, by Laura G. Schuhmacher, a Texas resident.

*Edie Saville*

Notary Public, in and for the State of Texas



**AFTER RECORDING, RETURN TO:**  
Leigh Rhodes-Zittrer  
Crady Jewett McCulley & Houren LLP  
2727 Allen Parkway, Suite 1700  
Houston, Texas 77019-2125



**Exhibit 1**  
[Zone 1 - Two Palms]

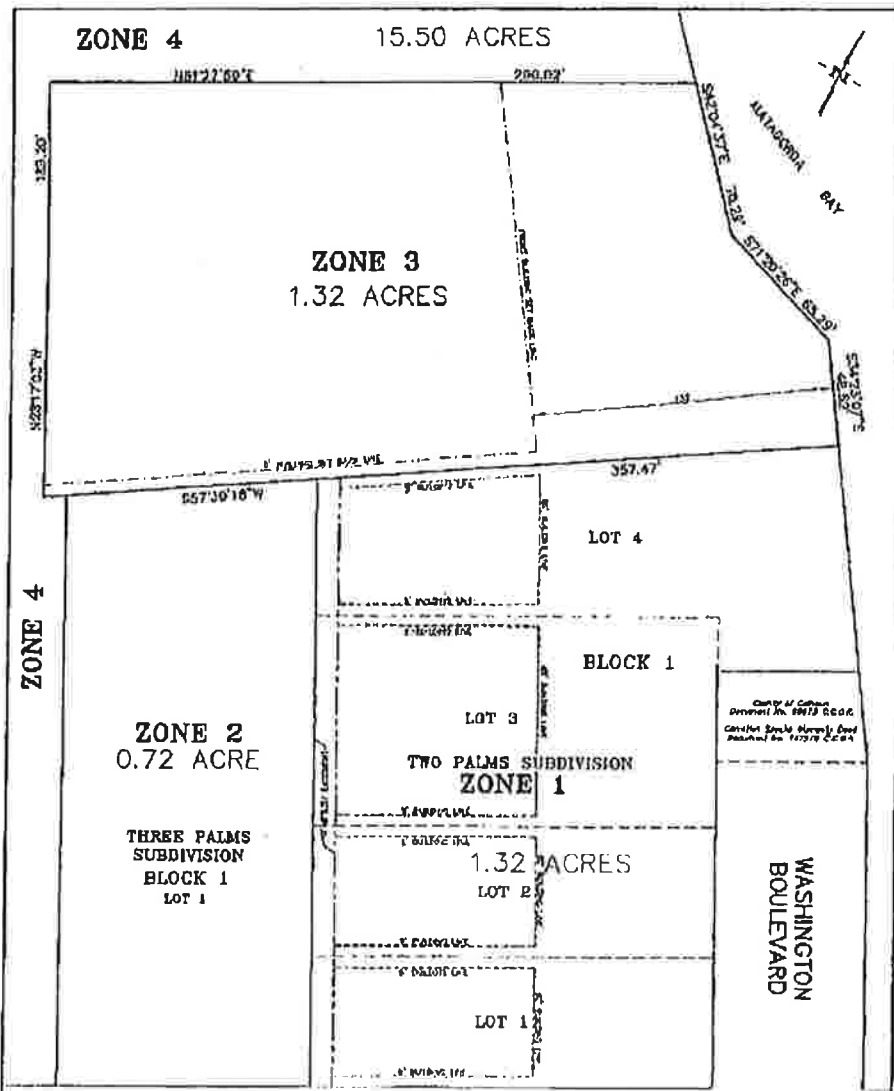


**Exhibit 2**  
[Zone 2 - Three Palms]



**Exhibit 3**  
[Zone 3 Sketch]

2017-01460 10/23/2017 04:14:25 PM Page 26 of 27  
 ZONE 3 SKETCH



PLAT SHOWING ZONES 1 THROUGH 4

FILE NO.: 1158-003-S	<b>G &amp; W ENGINEERS, INC.</b> ENGINEERING • SURVEYING • PLANNING 205 W LAY OAK STREET FORT LAUDERDALE, FL 33404 (352) 322-3500 FAX: 352-350-1002	DRAWN BY: J.H.D.
JOB NO.: 1158-003		CHECKED BY: H.A.D.
SCALE: 1" = 40'		DATE: OCT. 12, 2017

**PROPERTY DESCRIPTION**  
**1.32 ACRES**

STATE OF TEXAS            )  
COUNTY OF CALHOUN    )

All of that certain tract or parcel containing 1.32 acres situated in the Santiago Gonzales Survey, Abstract No. 19 of Calhoun County, Texas and being a part of Mayfield Subdivision according to plat recorded in Volume Z, Page 654 of the Plat Records of Calhoun County, Texas. This 1.32 acres is more particularly described by metes and bounds as follows:

**BEGINNING** at the North corner of Two Palms Subdivision according to the plat recorded in slide No. 562B of the Calhoun County Plat Records and for the East corner of this 1.32 acres being described;

**THENCE** South 57° 30' 18" West (Base Bearing), with the Northwest line of the said Two Palms Subdivision and the Northwest line of Three Palms Subdivision according to the plat recorded in slide No. 568A of the Calhoun County Plat Records, a distance of 357.47 feet for the South corner of this 1.32 acres being described;

**THENCE** North 28° 17' 03" West a distance of 189.20 feet for the West corner of this 1.32 acres being described;

**THENCE** North 61° 27' 59" East a distance of 290.02 feet to the existing water's edge of Matagorda Bay for the North corner of this 1.32 acres being described;

**THENCE** with the existing water's edge of Matagorda Bay with the following courses and distance:

South 42° 04' 37" East a distance of 70.29 feet

South 71° 20' 26" East a distance of 65.29 feet

South 34° 23' 07" East a distance of 48.52 feet to the **PLACE OF**

**BEGINNING**, containing within these metes and bounds 1.32 acres.

11-CF# 201903141 - MH  
RETURN TO: HERITAGE TITLE  
401 CONGRESS AVE., STE. 1500  
AUSTIN, TEXAS 78701

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2020-00445

AM Fee: \$114.00

02/07/2020 03:27 PM cblevins



*Anna M. Goodman*

Anna Goodman, County Clerk  
Calhoun County, Texas