

THE STATE OF TEXAS:
COUNTY OF MATAGORDA:

KNOWN ALL MEN BY THESE PRESENTS:

The members of the Live Oak Bend Civic Club, consisting of the owners of the LIVE OAK BEND SECTION ONE, TWO and THREE, a subdivision of 59.2444 acres of land out of the Hinton Curtis League, abstract 23, in Matagorda County, Texas, according to the map or plat thereof recorded in Volume 5, on pages 44 - 45, Volume 5, on pages 57 - 59 and volume 6, on page 34 respectively of the Map Records of Matagorda County, Texas, hereby makes the following declarations as to limitations, restrictions and uses to which the lots in said subdivision maybe put, hereby specifying that said declaration shall constitute covenants running with said lots, as provided by law, and shall be binding on it and all parties and persons claiming under it , and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform, suitable and safeguarded: and if the owner(s), its successors or assigns, should violate or attempt to violate any of the covenants in this instrument contained, it shall be lawful for the Live Oak Bend Civic Club, it's successors or assigns, and/or persons owning any lot or lots in said subdivision to take whatever court proceedings may be appropriate under the circumstances then existing to compel the full and complete observance of each and all such limitation, restrictions and covenants, and the failure of any period of time to institute court proceedings shall not be held to waive such limitations, restrictions and covenants, or any of them, or the right to enforce them.

The authority for any action taken by the Live Oak Bend Civic Club shall be determined by the Articles of Incorporation and By-Laws of the Live Oak Bend Civic Club, it's successors or assigns, and the restrictions are not intended to govern the internal actions of that Corporation or the authority for the actions taken by that Corporation.

It is expressly stipulated and made plain that in the event any limitations, restrictions, or covenants herein contained, or any portion thereof, are held invalid or void, such invalidity or voidness shall in no way affect any other covenant, limitation, or restriction.

Except for Lot #77, which is designated for the purpose of a boat ramp, and Reserve "A" tract, all remaining lots in the Live Oak Bend subdivisions 1, 2, and 3 are designated as residential lots and shall be used for single family residential purposed only, and the limitations, restrictions, and covenants for such residential lots are as follows:

1. No building shall be erected, altered, or placed on any lot other than a one family dwelling, together with such out buildings or other roofed or walled structures as are necessary for the comfort, pleasure and convenience of the dwelling house, provide that such out buildings shall correspond in style and outside finish material with the dwelling house.
2. The building erected or placed on the lot as the one family dwelling house shall contain not less than nine hundred (900) square feet of interior floor space living area: and if any dwelling house is of "High Raised" construction, the area on the ground level, even though enclosed, shall not be considered "interior floor space living area" to comply with the 900 square feet limitation herein specified.
3. The exterior of any building erected or placed on a lot shall be of an accepted wood, brick, stone, vinyl, tile or masonry material, and no tin, sheet iron, felt, or paper, including imitation siding, shall be used as exterior siding or roofing of any building erected or placed on said lot.

4. All structures thereon shall at all times be kept in a neat, trim, and clean condition and the buildings painted when necessary in order to preserve the attractiveness thereof.
5. The exterior of any dwelling erected on the lot must be constructed, enclosed and exterior finished within a period of six months from the time of the commencement of such construction. No structure of a temporary character, travel trailer, trailer house, motor home, mobile home, tent, shack, garage, barn, or other outbuilding shall be used, maintained or kept on said lot at any time as a permanent residence except during the construction of a dwelling or for the purpose of storage of tools and equipment used in connection with the construction of the dwelling. No motor home, travel trailer, trailer house, or mobile home shall be parked, stored or kept on said lot after the above construction period.
6. No building or other above-ground structure shall be erected or placed on a lot closer than twenty (20) feet to the road property line, nor closer than three (3) feet from the property lines on any side of the lot, and except for piers, docks, and boat houses, no structure shall be erected or placed on a lot closer than twenty (20) feet to the normal bank of Caney Creek. Steps leading to a residence are not included within this limitation distance.
7. The owner and/or occupant of each lot shall keep the same mowed and not permit the growth of weeds, tall grass, and unkempt vegetation which are unsightly, and keep the premises clear of all rubbish, debris, and discarded material, to the end of not constituting or creating an annoyance or nuisance to the owner of other lots. If the owner fails to comply with this restriction, the directors of Live Oak Bend Civic Club shall notify the owner by mail, to the mailing address listed with the Live Oak Bend Civic Club, that he has fourteen (14) days, to comply with the restriction. If the lot owner fails to comply within fourteen days the directors will hire the work done and the lot owner will be invoiced for the cost. If the owner fails to pay the invoice within thirty (30) days from date of invoice, such invoice amount shall be added to the annual maintenance assessment. Said assessment is secured by a vendor's lien which is expressly created and retained upon each and every lot as provided for in paragraph 13B of these covenants, restrictions and limitations.
8. No business, occupation, or trade of any kind, type or character shall or will at any time hereafter be conducted from the residence or structure on the lot. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.
9. Each private driveway shall have a drainage structure thereunder and parallel to the roadway which provides an opening of sufficient size and depth to permit the free flow of water to the end that same will not permit the impounding of water on and retarding of natural flow of water from other lots in said subdivision.
10. No outside toilet or privy shall be erected or maintained in the subdivision. A septic disposal system approved by the Matagorda County Health department shall be required. No sewage or other waste matter, debris, trash, rubbish, garbage, or unsightly or unsanitary articles shall be placed or deposited in or permitted to drain into Caney Creek, ditches, or any other body of water. All sanitary plumbing shall conform with the minimum requirements of the Civic Committee for the Live Oak Bend subdivision, the Health Department for Matagorda County, Texas and the State of Texas. No part of any lot shall be used for dumping of rubbish, trash, or other waste, all of which shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such rubbish, trash, garbage, and waste shall at all time be kept in a clean, neat and orderly manner.
11. All piers, docks, bulkheads, boathouses and other structures erected adjacent to any lot shall comply with all rules and regulations of the Federal, State, or other regulatory authority having jurisdiction over Caney Creek.

12. No cows, horses, sheep, goats, hogs, chickens, ducks, rabbits, or any other animals or fowls or poultry, except household pets, shall be kept or permitted on any residential lot in said tract, but in no event shall any person keep household pets for commercial purposes.

13. Assessment Fee (Maintenance Fee)

A. An assessment (Maintenance Fee) of \$100.00 per year, per lot, shall be charged to the owner of each and every lot in said subdivision for the maintenance of the road, drainage, and other expenditures as determined by the Live Oak Bend committee as in its sole judgement may deem necessary for the benefit of all lots in said subdivision.

B. The assessment shall be paid to the Live Oak Bend Civic Club at Sargent, Texas. The assessment fee will be paid annually in advance and will become due and payable on January 1 of each year. Assessments not paid before March 1 of each year will be declared delinquent and shall be subject to a late charge of not less than 1½% of the unpaid balance per month for each month thereafter. Said assessment is secured by a vendor's lien which is expressly created and retained upon each and every lot as provided in the original restrictions and covenants created by Sargent Development and Realty Corporation.

C. If an owner of said lots fails or refuses to pay the aforementioned assessment fee before July 1 of each year a lien will be executed against the property of the owner in Live Oak Bend subdivision thereupon becoming a continuing lien and charge on the property, which shall bind such property in the hands of the owner, his heirs, devisees personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record. To evidence the aforesaid assessment lien, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property and a description of the property, signed by one of the officers of the Board of Directors and shall be recorded in the offices of the County Clerk of Matagorda County, Texas. The cost of executing such lien will be added to the assessment fee and late charges. If the assessment fee and late charges are not paid in full by July 1 of the following year the officer and directors of Live Oak Bend Civic Club may take whatever legal action necessary to collect all assessments and charges that are due.

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 above and may be enforced by the foreclosure of the defaulting owner's property by the Board of Directors in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above. The Board of Directors may institute suit against the owner personally obligated to pay the assessment and foreclose on the aforesaid lien judicially, or the Board of Directors shall have the power to appoint a Trustee who shall hold a non-judicial foreclosure sale pursuant to Sections 51.002 of the Texas Property Code and any amendments to or successors to the Statute. In any foreclosure proceeding, whether judicial or not judicial, the owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred.

D. If an owner should be unable to pay the full assessment fee before March 1 of each year, the owner may request in writing to the directors of Live Oak Bend Civic Club, a partial payment schedule of the assessment fee. The directors of Live Oak Bend Civic Club can, at their discretion, grant such a partial payment but in no circumstance shall the partial payment be less than 20% of the total assessment fee due. In case of hardship, application may be made in writing to the Board of Directors of the Live Oak Bend Civic Club for consideration of deferment or partial waiver of said assessment fee for the current calendar year.

E. The officers and directors of Live Oak Bend Civic Club may adjust the said assessment fee either upward or downward in the following manner: A letter explaining the necessity for such an adjustment to the assessment fee and a ballot to vote will be mailed to the current address listed with the Live Oak Bend Civic Club of each and every lot owner who is in good standing with the Live Oak Bend Civic Club. The lot owner will have sixty (60) calendar days from date of notice postmark, to vote and return the ballot to the directors of Live Oak Bend Civic Club. After sixty days the ballots will be counted and with the approval of a majority of the owners returning their ballots the officers and directors of Live Oak Bend Civic Club will make the change to the assessment fee. The ballots will be kept for an additional sixty (60) days by Live Oak Bend Civic Club and may be examine upon request.

14. The Live Oak Bend Civic Club will hold a meeting for all the lot owners in the Live Oak Bend subdivision who are in good standing with the Live Oak Bend Civic Club, once a year. The purposes of the meeting will be the business and welfare of the Live Oak bend subdivision and to elect three (3) members to comprise the Board of Directors of the Live Oak Bend Civic Club. The annual meeting of the Live Oak Bend Civic Club will be held at a time and place designated by the Board of Directors. Notice of such meeting will be mailed to the lot owners' at least two- (2) weeks before the meeting is scheduled.

15. The foregoing restrictions, covenants and limitations shall be binding on and inure to the benefit of owner, it's and their successors, heirs and assigns, and all persons claiming by, through or under them, and shall be effective until May 1, 2004, and shall be extended automatically thereafter for successive period of ten (10) years unless amended at any time by a vote of 75% of the then lot owners, who are in good standing with the Live Oak Bend Civic Club, agreeing to change such restrictions and covenants in whole or in part thereof.

16. Enforcement of these restrictions and covenants shall not operate to invalidate any first mortgage, first deed of trust, or tax lien held against said property, or any part thereof, and such liens may be enforceable against any and all property covered thereby, subject nevertheless, to these restrictions and covenants.

17. Live Oak Bend subdivision shall be considered a game and bird sanctuary and no firearms shall be discharged in the Live Oak Bend subdivision.

18. Glossary: Definitions

A. "Live Oak Bend Civic Club" shall mean and refer to a Non-Profit Corporation incorporated under the laws of the State of Texas, its successors or assigns.

B. "Subdivision" shall mean and refer to the tract of land defined on page one hereof.

C. "Lot" shall mean and refer both to each plot of land located in the Subdivision as shown on the plat upon which there has been or may be constructed a residential structure, and to the residence and improvements constructed or to be constructed thereon.

D. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to the surface estate in any lot or tract of land which is a part of the Subdivision, but excluding those having such interest merely as a security for the performance of an obligation.

E. "Single Family" shall mean and refer to, and is expressly limited to, those persons directly related to each other by blood, marriage or adoption, or no more than two (2) unrelated persons living together with offspring of one or both.

F. "Member" shall mean and refer to every person or entity who holds membership in the Live Oak Bend Civic Club.

G. "Member In Good Standing" shall mean and refer to an Owner who has paid the assessment fee(s) prior to July 1 of any calendar year for that and all preceding years calendar years, or is current with a payment schedule pre-approved by the Board of Directors of the Live Oak Bend Civic Club.

H. "Board of Directors" and "Directors" and "Civic Committee" shall mean and refer to the duly elected Board of Directors of the Live Oak Bend Civic Club.