

98747 \$ 7.00 Pl. BOOK 495 PAGE 873

THE STATE OF TEXAS)
COUNTY OF MATAGORDA)

KNOW ALL MEN BY THESE PRESENTS:

THAT SELKIRK ISLAND CORPORATION, a Texas corporation, the owner of the following described property lying and being situated in the County of Matagorda, State of Texas, to-wit:

Selkirk Island Addition A, a Subdivision out of the Luke Lassassier A-58 Survey, Matagorda County, Texas, as per plat of said Selkirk Island Addition A, of record in Volume 6, Page 36, in the office of the County Clerk of Matagorda County, Texas,

being desirous of creating a uniform plan of restrictions of said property, does hereby declare that all lots in said Subdivision (sometimes herein referred to as Selkirk Island) are held and shall be conveyed subject to the following reservations, restrictions, covenants and conditions, which shall all be covenants running with the land and shall be binding on Selkirk Island Corporation, and all persons, corporations, firms and other legal entities claiming under it as hereinafter provided:

1. No structure shall be erected, placed or altered on any building plot in said Subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Selkirk Island Improvement Committee hereinafter provided for.

Structures, as that term is used herein, shall be held to include all buildings, fences, walls, swimming pools, playground equipment, outdoor cooking or heating facilities of a permanent nature, and any and all other improvements of a permanent nature.

2. No structure shall be built with less than 600 square feet of livable space exclusive of open porches and garages.

3. Toilet facilities of all residences shall be installed inside such residence and shall be connected, before use, with a septic tank provided by the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Department of Health and shall be subject to the inspection and approval of the Health Officer of Matagorda County, Texas. The drainage of septic tanks into a road, street, river, or any ditch is prohibited.

4. No dwelling shall be erected or placed on any parcel less than one full lot as shown on the recorded plat of this subdivision.

5. No business, trade or profession of any kind shall ever be conducted or carried on in any structure or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other out-building erected on any of the herein described lots shall be any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. Only new construction shall be placed on said lots, it being the intent and purpose of this restriction that no existing building of any kind or character shall ever be moved onto any of said lots, excepting herefrom new sectional pre-built and pre-fabricated residences.

8. No out-building shall exceed the dwelling to which it is appurtenant in height. No out-building shall be rented out or occupied by persons other than bona fide domestic servants of the occupants of the main family dwelling.

9. No building shall be located on any lot nearer than the building lines and according to terms shown on the recorded plat of Selkirk Island Addition A.

10. All exterior construction of any dwelling commenced within said Subdivision must be completed within six (6) months from the date such construction is first commenced.

11. No building shall be located nearer than twelve (12) feet to any side lot line.

12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats (not to exceed two of each category) may be kept, provided they are not kept, bred, or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lots.

13. 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 a nuisance to the neighborhood.

14. The owners or occupants of all lots in this Subdivision shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential requirements or 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 this subdivision in observing the above requirements, or any of them, employees or agents of Selkirk Island Corporation, its successors or assigns, may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash, 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 cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision to pay such statement immediately upon receipt thereof.

15. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any residential lot without the consent in writing of the Selkirk Island Improvement Committee. The undersigned or members of the Committee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on any residential lot without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

16. No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the building setback lines. The parking of automotive vehicles on road shoulders for a period longer than twelve hours is prohibited.

17. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being done on such lot.

18. All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.

19. The Selkirk Island Improvement Committee shall be composed initially of J. Pabst, E. T. Pabst and John E. Boyd, IV. After 75% of the lots have been conveyed by deed, a majority of the then owners of such lots may appoint a committee composed of three members owning lots in Selkirk Island to replace the membership of the initial committee, or the membership of the initial committee may in their discretion before 75% of the lots have been conveyed by deed, appoint three members to replace them on the committee. Each owner shall be entitled to one vote for each lot for which he then holds a recorded deed. Such committee as so reconstituted shall remain in existence and have such authority as a majority of the then owners of lots evidenced by recorded deeds may from time to time determine.

20. The Selkirk Island Improvement Committee shall have the following powers and functions:

A. Collect and expend, in the interests of the subdivision as a whole, the maintenance fund herein created.

B. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any lot owner in Selkirk Island).

C. Enforce any lien imposed on any part of this subdivision by reason of the violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charged herein provided, and to execute a release of such lien upon performance.

D. Approve or reject plans and specifications for improvements to be erected in Selkirk Island. All plans and specifications for improvements must be submitted to the committee for approval prior to the commencement of construction of any such improvement. If the committee fails to act within thirty days after submission to it of plans and specifications, construction in accordance with these restrictions may begin.

21. Each lot in Selkirk Island sold either by deed or contract of sale by the owner, its successors and assigns, is hereby subjected to an annual maintenance charge of not more than 10 mills per square foot for the purpose of creating a fund to be known as "Maintenance Fund", to be paid by the owner of the lot, the same to be secured by a vendor's lien upon said lot, and payable annually on the first day of January of each year next following the date of such deed or contract of sale to Selkirk Island Improvement Committee, at its office at Box 1, Wadsworth, Texas, 77483, or at such other place as it shall designate in writing, and said charge and lien are hereby assigned to said committee. The annual maintenance charge may be adjusted from year to year by the Selkirk Island Improvement Committee, but in no event shall said charge be raised above ten mills per square foot of area.

Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses incurred for any or all of the following purposes: improving and maintaining the streets and doing any other thing necessary or desirable in the opinion of said committee to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgment of said committee in the expenditure of said fund shall be final so long as such judgment is exercised in good faith.

Such maintenance charge shall extend for a period of ten years from the date of recording of this instrument, and shall be extended automatically for successive periods of ten years unless the owners of a majority of the lots in the entire addition vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by the owners of a majority of the lots and recorded in the Deed Records of Matagorda County, Texas. By acceptance of his deed or contract of sale, each purchaser agrees and consents to and joins in such maintenance charge.

22. Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any lot in said subdivision.

23. Lots 23, 45, and 68 shall be excluded from all paragraphs of these restrictions.

24. Invalidity of any of the foregoing restrictions by judgment of a court of competent jurisdiction or other authority having jurisdiction of the subject matter shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

DEED

EXECUTED this 27th day of May, 1971.

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SELKIRK ISLAND CORPORATION

BY: J. Pabst
Executive Vice-President

J. Pabst
Secretary

STATE OF TEXAS }
COUNTY OF MATAGORDA }

BEFORE ME, the undersigned authority, on this day personally appeared J. PABST, Executive Vice-President of SELKIRK ISLAND CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposed and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER my hand and seal of office this the 27th day of May, 1971.

FILED FOR RECORD
AT 4:12 O'CLOCK P M

MAY 27 1971
Hilma S. Huitt
HILMA S. HUITT
Clerk County Court, Matagorda Co., Tex.
BY.....DEPUTY

Delores Barron
NOTARY PUBLIC in and for
Matagorda County, Texas.

- 4 -

Filed for record the 27th day of May, A. D. 1971.
Duly recorded this the 27th day of May, A. D. 1971 at 4:00 o'clock P.M.
By Mary Anne Martinez Deputy Hilma S. Huitt, County Clerk
Matagorda County, Texas

100443

SUBORDINATION OF LIENHOLDER TO RESTRICTIONS,
EXCEPT MAINTENANCE CHARGES

- \$2.50 pd

DEED

THE STATE OF TEXAS

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COUNTY OF MATAGORDA

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SELKIRK ISLAND CORPORATION, a Texas corporation, has placed certain restrictions on property located in Matagorda County, Texas, recorded under Clerk's File No. 99747 in the Deed Records of Matagorda County, Texas, said property being described as follows, to-wit:

Selkirk Island Addition A, a Subdivision out of the Luke Lassassier A-58 Survey, Matagorda County, Texas, as per plat of said Selkirk Island Addition A, of record in Volume 6, page 36, in the Office of the County Clerk of Matagorda County, Texas,

and,

WHEREAS, the B. M. WOLTMAN FOUNDATION has previously loaned certain funds to SELKIRK ISLAND CORPORATION, retaining liens on the above described property, said liens being retained in a Deed of Trust recorded in Volume 116, Page 184, of the Mortgage Records of Matagorda County, Texas; and,

WHEREAS, the B. M. WOLTMAN FOUNDATION in furtherance of the restrictions and the subdivision of the above described property, desires to subordinate its said liens on the above described property to the above mentioned restrictions, except that its said liens and mortgage shall be at all times and remain superior and shall not be subordinate to any liens at any time created in or arising out of the foregoing mentioned restrictions to secure the payment of the annual maintenance charges or any other charges imposed or assessed against any of the lots in said subdivision.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That B. M. WOLTMAN FOUNDATION, acting by and through its duly authorized Trustees, being the owner and holder of liens upon and against each of the lots in the above described subdivision, as its liens and mortgage appear of record, as such lienholder and mortgagee does hereby and in all things consent to the aforesaid restrictions and all parts thereof and the filing of the same for record, and does hereby agree that its liens

DEED

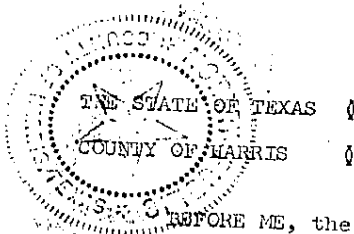
BOOK 497 PAGE 557

and mortgage shall be subordinate to each and all of the easements, restrictions, covenants, conditions and all other matters provided for and set out in said restrictions; except, however, that its said liens and mortgage should at all times be and remain superior, and shall not be subordinate to any lien at any time created in and arising out of the aforesaid restrictions to secure the payment of the annual maintenance charges or any other charges imposed or assessed against any of the lots in the above described subdivision.

EXECUTED this the 22nd day of June, 1971.

B. M. WOLTMAN FOUNDATION

By Carl M. Morris
Carl A. Heckmann
Alvin A. Klein
Hobart Meyer
W. J. Woltman, Trustee
 TRUSTEES



BEFORE ME, the undersigned authority, on this day personally appeared Carl M. Morris, Carl A. Heckmann, Alvin A. Klein, Hobart Meyer and W. J. Woltman, Trustees of B. M. WOLTMAN FOUNDATION, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and as the act and deed of said Foundation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of June, 1971.

Margaret Gertrude Gaudin
 NOTARY PUBLIC in and for HARRIS COUNTY, TEXAS

FILED FOR RECORD

AT 2:10 O'CLOCK P.M.

JUL 12 1971

HILMA S. HUITT
 Clerk County Court, Matagorda Co., Tex.
 BY Mary Ann Brantley DEPUTY

Filed for record the 12th day of July, A. D. 1971.
 Duly recorded this the 12th day of July, A. D. 1971 at 4:00 o'clock P.M.
 Hilma S. Huitt, County Clerk

096238

MANAGEMENT CERTIFICATE
for
SELKIRK MAINTENANCE SECTION I, II AND ADDITION "A", INC.

THE STATE OF TEXAS §
 §
COUNTY OF MATAGORDA §

The undersigned, being the President of SELKIRK MAINTENANCE SECTION I, II AND ADDITION "A", INC., a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code which supersedes any prior Management Certificate filed by the Association:

1. Name of Subdivision: The name of the subdivision is Selkirk Island, Section I, II & Addition "A".
2. Name of Association: The name of the Association is Selkirk Maintenance Section I, II AND Addition "A", Inc.

3. Recording Data for the Subdivision:

Selkirk Island, Section I, a subdivision in Matagorda County, Texas, according to the map or plat thereof, recorded under Volume 6, Pages 23, 24 and 25
Selkirk Island, Section II, a subdivision in Matagorda County, Texas, according to the map or plat thereof, recorded under Volume 7, Pages 1 and 2
Selkirk Island, Addition A, a subdivision in Matagorda County, Texas, according to the map or plat thereof, recorded under Volume 6, Page 36

4. Recording Data for the Declaration:

a. Documents:

- (1) Declaration of Covenants, Conditions and Restrictions, Section I
- (2) Declaration of Covenants, Conditions and Restrictions, Section II
- (3) Declaration of Covenants, Conditions and Restrictions, Addition "A"

b. Recording Information:

- (1) Matagorda County Clerk's File No 95590, County Clerk Deed Records Book 486, Pages 912 - 918
- (2) Matagorda County Clerk's File No 3504, County Clerk Deed Records Book 507, Pages 16 - 19
- (3) Matagorda County Clerk's File No 99747, County Clerk Deed Records Book 495, Pages 873 - 876



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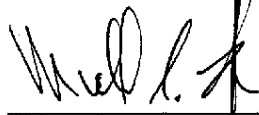
Year: 2009 No: 096238 Type: CTR

5. Name and Mailing Address of the Association: The name and mailing address of the Association is Selkirk Maintenance Section I, II AND Addition "A", INC., P.O. Box 303, Wadsworth, Texas 77483
6. Name and Mailing Address of Person Managing the Association or Its Designated Representative: The name and mailing address of the designated representative of the Association is: Michael A. Hunt, 6502 Sutter Park Ln., Houston, Texas 77066.
7. Telephone Number to Contact the Association: The telephone number to contact Selkirk Maintenance, Section I, II & Addition A is (281) 893-7487

Executed on this 12th day of October, 2009.

SELKIRK MAINTENANCE SECTION I, II AND ADDITION "A", INC.

By:

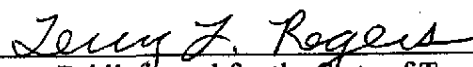


Michael A. Hunt, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 12 day of October, 2009 personally appeared Michael A. Hunt, President of Selkirk Maintenance Section I, II AND Addition "A", Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

Return to:
Selkirk Maintenance, Section I, II & Addition A
P.O. Box 303
Wadsworth, Texas 77483

FILED

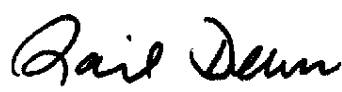
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COUNTY CLERK
MATAGORDA COUNTY, TEXAS

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 OFFICIAL RECORDS of
Matagorda County, Texas on

OCT 15 2009




COUNTY CLERK, Matagorda County, Texas