

THE STATE OF TEXAS

COUNTY OF ARANSAS

**KEY ALLEGRO ISLAND ESTATES SUBDIVISION UNIT IV**

**AMENDED AND RESTATED DEED RESTRICTIONS, COVENANTS AND CONDITIONS**

This instrument relates to that certain plat known as "KEY ALLEGRO ISLAND ESTATES SUBDIVISION, UNIT IV" Block I, Lot 59, Block 14, Lots 1A through 19, Block 15, Lots 1-29, Block 16, Lots 1-58, dated February 8, 1971, and signed by Carl C. Krueger, Jr., and filed for record on the 25<sup>th</sup> day of May, 1971 and recorded in Volume 3, Page 44 of the Map and Plat Records of Aransas County, Texas. This document amends all prior recorded Deed Restrictions pertaining to said Unit IV to the extent inconsistent herewith.

The undersigned President and Secretary of the Board of Directors of the Key Allegro Canal and Property Owners Association, Inc., for the Key Allegro Island Estates Subdivision, Unit IV according to the Plat above referred to, having satisfied all requirements of law for amending the original restrictions, and being desirous of subjecting the real property above described to the amended protective covenants, restrictions, reservations, easements and charges hereinafter set forth, each and all of which is and for the benefit of said property and of each and every part thereof, and shall apply to and bind the present and future owners of said property, or any part thereof, and their heirs, successors and assigns, and

NOW, THEREFORE, it is declared that KEY ALLEGRO ISLAND ESTATES SUBDIVISION, UNIT IV, that the real property described herein shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, easements and charges hereinafter set forth.

**GENERAL PURPOSE OF COVENANTS**

1. The real property described herein is subjected to the covenants, restrictions, reservations, easements and charges hereby declared to insure the best use and most appropriate development and improvement of each lot or plot thereof; to protect the owners of lots against improper use of lots and homes within the subdivision as will depreciate the value to their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable material, to obtain harmonious architectural schemes; to insure the highest and best development of said property for single family homes; to encourage and secure the erection or remodeling of attractive homes thereon; with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets, canals, and adequate free spaces between structures; and, in general to provide adequately for high type of quality of improvements in said property, and thereby to enhance the value of investments made by purchasers of lots and homes therein.

2. All restrictions and covenants herein set forth (Restrictions) shall continue in force and be binding upon the owners of such property for a period of ten (10) years from this date. At the

expiration of said ten (10) year term such restrictions and covenants shall automatically be extended for additional terms of ten (10) years thereafter, unless nullified by the then owners of a majority of the property in such subdivision by the execution, and acknowledgement of an appropriate instrument in the Deed Records of Aransas County, Texas.

3. The Restrictions herein set forth ratify and confirm that KEY ALLEGRO CANAL AND PROPERTY OWNERS ASSOCIATION, INC. (sometimes hereinafter referred to as the "Association") is the lawful home owners association for this subdivision and all parties claiming by, through and under the Association, and ratify and confirm that these Restrictions are binding upon and for the benefit of all owners and subsequent owners of property in said subdivision, each of whom shall be obligated and bound to observe such Restrictions, provided, however, that no such person or persons shall be liable except for breaches committed during his or their ownership of said property or a part thereof. The violation of any such Restrictions, covenants or conditions shall not operate to invalidate any mortgage, deed of trust or lien acquired or held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. The Association, or the owners of any lot or lots in said subdivision shall have the right to enforce observance of these Restriction herein mentioned, and in order to prevent a breach or to enforce the observance or performance of the same, shall have the right, in addition to all other legal remedies, to an injunction either prohibitive or mandatory, damages, attorney's fees, and all other remedies available at law or in equity. It is the intent hereof that these Restrictions comply with all applicable Texas law, and they shall be deemed to be modified as necessary to be in compliance therewith.

4. It is the intent of these Restrictions that they be managed and enforced uniformly by the Association with the other Units in the Association. All lots are restricted to use for single family residential purposes only, except that incidental rental or leasing of the property to a single family is not prohibited, and provided that the owner at all times shall remain bound hereby and by the Bylaws of the Association, and shall be personally responsible and liable for any violations hereof by their tenants and invitees. No building or structure shall be erected on any single family residential site other than one detached single-family dwelling, except as provided herein. No house trailer, recreational vehicle, motor home, basement, tent, shack, separate garage, barn, shed, boathouse or other outbuilding situated or erected on any lot shall at any time be used as a residence, nor shall any residence of any temporary character be permitted. No unconcealed house trailer, recreational vehicle, motor home, or mobile home may be parked in front of or left on a lot for more than 7 consecutive days. There may be erected on each building site one private garage or car-port, for not more than three cars, for the sole and exclusive use of the owner occupant of said dwelling, one guest house, one servant's quarters and one boathouse, and such guest house, servants' quarters and boathouse shall be for the sole and exclusive use of the owner or occupant of the principal residential dwelling on the building site, and of bona fide guests or servants of said owner or occupant. No garage apartment or guest house for rental purposes shall be permitted. No portion of any structure shall be more than two stories in height, except that proportional pitched roofs over dwellings may be constructed, provided that the attic thereby created shall not be used as occupied space other than for storage. No guest house, garage, car-port or servants' quarters shall be used for human habitation prior to the commencement of the construction of the principal residence to be located on the same

building site, and no such guest house, garage, or servants' quarters can be so occupied unless construction on the principal residence is continued with reasonable diligence. The owner of a residential lot shall be permitted to erect a boathouse only if approved by the architectural committee. No new or proposed boathouse shall be permitted to extend past the rear set back line except in extraordinary circumstances, and must be approved as other structures must be approved. All approved structures presently erected or under construction with approved plans are considered grand fathered as of the date hereof.

5. It is declared that all new construction and remodeling shall be harmonious in size and scale with nearby homes. All designs must have written approval from the Architectural Control Committee prior to the start of construction. Submission of plans to the Architectural Control Committee is required, and there shall be no automatic approval. Written approval is the only authorized approval. Any lot owner has the right to inspect and object to any plans submitted, but the Architectural Control Committee has no duty to notify other owners of any plans submitted. Decisions by the Architectural Control Committee shall be in their discretion, but are subject to review by the Board of Directors of the Association. Any person desiring to appeal a decision of the Architectural Control Committee may do so by submitting a letter or email to the President of the Association, with copies to the Architectural Control Committee. Notice by email shall not be effective unless a reply email acknowledging receipt is given. The Architectural Control Committee may impose a fee for review, which shall be paid at the time of submission of the plans, and is not refundable.

6. The maximum height of the pitched roof of any structure shall not exceed 35 feet (35') (28 feet for flat roof structures) above the centerline of the adjacent street. The finish floor elevation of the ground floor (FFL), shall be set at a reasonable height above sea level, and not lower than as required by applicable code or regulation. Any ground floor FFL set higher than 5 feet above the centerline of the street needs written approval from the Architectural Control Committee. All plans submitted for approval shall, at a minimum, (1) meet all applicable ordinances, building codes and these Restrictions, (2) fit within all set back lines without encroachment, (3) show the elevation of the ground floor and maximum height of the structure and other dimensions, (4) show the exterior building materials, elevations from all sides, and roof. In addition, the structure shall not unreasonably encroach on the view of the neighbor on either side toward adjacent open or canal waters, as determined by the Architectural Control Committee. Cupolas, observation platforms, and other elements besides standard chimneys which may exceed the maximum roof height shall be shown on the plans and will need express approval.

7. No drilling, mining, exploration or operation in any way connected therewith for oil, gas and/or minerals on or below the surface of the earth shall be permitted or conducted within the boundaries of UNIT IV KEY ALLEGRO ISLAND ESTATES. Individual water wells are permitted but subject to the approval of the Architectural Control Committee, and the well equipment must be screened from view. The owner may place a small sign near the water well indicating its existence.

8. No principal residential dwelling shall be located nearer than twenty (20) feet from the front property line, nor nearer than five (5) feet to any side property line. No principal

residential dwelling or deck shall be closer than ten (10) feet from the canal property line except for decks over a boathouse. No detached garages or other outbuilding shall be allowed in the subdivision except boathouses, unless approved in writing by the Architectural Control Committee, and in no case shall any outbuilding be located nearer than five (5) feet to the property line. On lots fronting Little Bay or Aransas Bay, no principal dwelling shall be located nearer to the property line along the shore than 20 feet. In Block 1, Lot 59, all structures shall be one story. All others shall be not more than two stories.

9. All principal residential dwellings must be one or two stories in height, new construction and must be constructed within the setback lines on their respective sites.

10. Boat slips, mooring poles, davits, and lifts require permits from the Architectural Control Committee before construction is commenced. Approval by the Architectural Control Committee is only approval by the Association, and it shall remain the responsibility of the lot owner to ensure that such structures comply with the rules and regulations of all public authorities having jurisdiction. Bulkhead construction in boat slips shall be equal in fitting, strength and dimensions to that installed along main canals. All lot owners shall maintain their canal and waterway bulkheads in good condition, with sufficient height to prevent saltwater from flowing onto any portion of the lot during normal high tides, and at a minimum, at least one foot (1') above mean sea level as measured in the canal system. Maintaining a continuous and cohesive bulkhead system from lot to lot is important to adjacent lot owners and the Association as a whole. The Association has the right but not the obligation to take action on any lot to maintain a cohesive bulkhead system after notice to a lot owner and failure of the lot owner to take appropriate action. The lot owner may be held personally liable for costs incurred, and also for damages to another owner's property directly caused by failure to maintain bulkheads as required herein.

11. Riparian rights appertaining to water front lots shall be restricted solely for the erection, construction and maintenance of docks, piers and pilings, subject however, to the approval of the Architectural Control Committee and said riparian rights obtained shall be used only for and solely as submerged property and never at any time in the future be filled in any way whatsoever. The location of all piers, docks, decks, and tie-off pilings must be approved in writing by the Architectural Control Committee, which shall have discretion to alter this as needed to prevent interference with the use and enjoyment of the canal or waterway by other owners. Tie-off pilings erected anywhere in Unit IV must have reflectors attached to said piling. No pier or dock may be constructed in Aransas Bay or Little Bay unless approved by the Architectural Control Committee, however, where it might be deemed advisable by the Board of Directors, certain groins or bulkheads may be constructed for protection of Aransas Bay lots against possible erosion. Under no circumstances may a dock or pier be constructed which is a hazard to navigation, nor shall construction be started prior to approval in writing by the Architectural Control Committee.

12. The Association may periodically take action in the discretion of the Board to maintain portions of the canals and any other navigable waters under the control of the Association to an approximate depth of 6 feet below mean seal level, in areas not closer than five feet to existing permitted structures such as pilings, docks and bulkheads. Areas closer to such structures and

the structures themselves shall be maintained in a responsible manner by the Owner who owns such structures and the adjacent lot at the Owner's expense. Prop washing and similar activities by lot owners to increase depth are not permitted. All Owners agree that actions taken by the Board to perform maintenance, such as engaging a dredging contractor for this purpose, are for the benefit of all Owners, and neither the Board members nor the Association shall be liable for any cost or damages incurred or suffered by any Owner as a result of such operations.

13. No principal residential dwelling shall be built to front, or have its main entrance in any direction other than toward the abutting street or drive, except on corner building sites the residential structure shall have a presentable appearance from each of the streets and must front either toward one or both of such streets or toward the intersection of such streets. All telephone and electric service lines must be installed underground from the terminal point at the property line to the residential dwelling which they will serve.

14. Each lot owner shall keep the lot free of garbage and trash at all times, except for garbage placed street side for pick up by the collector in accordance with City of Rockport ordinances and regulations. The Association in its discretion may provide a service to assist lot owners with return of emptied trash receptacles to an appropriate storage area on the lot.

15. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the City of Rockport, and all sewage shall be emptied or discharged into such main. No sewage or waste water shall be emptied or discharged into the street or canal.

16. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Architectural Control Committee. However, the Architectural Control Committee may approve or disapprove any request to replat any two (2) lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of said replatted lots.

17. All architecture, plans and buildings in the addition shall comply with all rules of the Architectural Control Committee, these restrictions, and all applicable building codes and procedures.

18. No sign of any kind shall be displayed to the public view on any residential building site, except one temporary sign advertising property for rent or for sale, and one sign used by a contractor during the period while improvements are under construction. Such signs shall not exceed 2 x 3 feet, and shall not be placed to block a view of traffic. Such signs shall be taken down immediately after the activity is completed.

19. It shall be the responsibility of each lot owner to keep the grass cut, and weeds and other vegetation under control on vacant or improved property, and the owner shall not permit the accumulation of trash, rubbish or unsightly articles on such lot, or on any easements or streets abutting the same, nor permit or cause an easement to be obstructed by fences, shrubs, trees or

otherwise. Landscaping, lawns, and residential structures shall be maintained in an attractive and safe manner, and shall not be permitted to become a nuisance of any kind. The area in the street right-of-way between the edge of the pavement and the property line of each lot shall at all times be kept clean and free of unsightly obstacles by the owner of said lot, and at his expense. The Association shall have the right but not the obligation to have any lot or yard cleaned or mowed to comply with the foregoing and any reasonable expense so incurred shall be paid by the owner of such property. The Association may impose a lien on the land for costs incurred but not promptly reimbursed.

20. No noxious or offensive activity shall be carried out on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to members of the Association. There shall not be maintained any plants or animals, or device or thing of any sort, whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature which may diminish or destroy the enjoyment of other property in the Association by the owners thereof. Storage or repair of inoperable vehicles and other items of personal property in disuse shall be in closed garages. No vehicles or trailers may be parked on front lawns facing the street, or on side lawns on corner lots facing the street.

21. IN EXCEPTIONAL CASES ONLY, where the natural beauty or topography of the tract is such as demands variation from these covenants and restrictions insofar as location or design of improvements on the particular building site, the Architectural Control Committee shall have the power to make special exceptions for the mutual benefit of the particular owner and of the surrounding building site owners and/or occupants.

22. Members of the Architectural Control Committee and Board of Directors shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee and Board of Directors may hire and pay a staff member or engage professional services as needed, subject to approval of the Board of Directors.

23. All adjacent waters, channels and canals shall at all times be kept free of debris, trash, rubbish, garbage, unsightly or unsanitary articles, or hazards to navigation. None of the foregoing or any other foreign matter shall be at any time deposited, dumped or left in any such waters, canals or channels, nor shall any hazard to navigation, or boats, hulks, derelicts or other floating or sunken objects other than properly tended or moored boats be at any time permitted in any such waters. The owner of each lot shall be responsible for the maintenance of the bulkhead and portion of any waters contiguous to his property in accordance with the provisions hereof. The Association shall have the right but not the obligation of curing any default of the owner of such property in connection with the foregoing at any time and any reasonable expense incurred in so doing shall be paid by the owner of such property, for which a lien may be imposed if not promptly reimbursed.

24. No stables, pens, barns, lofts, kennels or other accommodations for livestock or fowl shall be permitted on any building site, nor shall any livestock or fowl be kept or maintained on any of the premises. Family dogs and cats are permitted.

25. The property covered hereby shall be subject to the easements, rights of way and other provisions and dedication which appear on the map or plat of the addition called KEY ALLEGRO ISLAND ESTATES, UNIT IV; and shall be subject to the provisions and all other instruments filed for record and relating to the land covered hereby, except that these amended restrictions supersede any prior recorded restrictions and amendments thereto, to the extent in conflict herewith.

26. No fence or wall shall be constructed or hedge grown anywhere in the subdivision which shall exceed six (6) feet in height. Fences leading to canals shall slope down to four (4) feet at the bulkhead. Prior to the commencement of construction of any fence in the subdivision sufficient information must be submitted to the Architectural Control Committee to enable it to determine if the construction of such fence or wall will adversely affect the other properties in the subdivision.

27. It is recognized, that in view of the unusual nature of the subdivision herein contemplated, it is particularly important that rules and regulations be maintained from time to time in order to maintain and preserve the subdivision in accordance with the best interest of the owners of property herein. The Architectural Control Committee and the Board of Directors are therefore authorized to make additional rules and regulations with respect to such lots, the activities being conducted thereon, the improvements to be constructed thereon, and the use thereof, not inconsistent with the provisions hereof, as it may deem appropriate, and the same shall be enforced in the same manner as provided herein. All such rules shall first be approved by the Board of Directors, and then recorded in the Records of Aransas County, Texas. Any lien permitted herein and filed by the Association for unpaid dues or other debts of a lot owner to the Association shall include any interest, costs and attorney's fees, to the maximum extent permitted by law. The recorded Bylaws of the Association are made a part hereof for all purposes, including all amendments thereto made after the date hereof.

28. There is hereby granted to the Association an express lien against each lot adjoining a canal or waterway in said Addition as shown by said plat thereof, to secure all obligations of each owner of said lots to said Association, including but not limited to the payment of annual dues and special assessments, as well as all obligations at any time imposed on the owner or owners of said lots to said Association, by virtue of their membership in said Association. In addition, the owners having heretofore approved subjecting landlocked lots to all Restrictions, rules and covenants of the Association, including but not limited to the payment of annual dues at a lesser rate than assessed against water front and canal lots, such landlocked lots are also subject to lien as otherwise provided herein. Said liens may be foreclosed in the same manner as a Vendor's lien, without prejudice, however, to any other right, power, or cause of action which the holder of said lien may have against any party who is then or who has theretofore been the owner of the property affected thereby. Said lien provided above shall be second and subordinate, however, to any prior recorded liens, deeds of trusts and encumbrances, whatsoever given to secure the purchase price of the above described property or any part thereof, or given, in the future, to any person, firm or corporation to secure the payment of money loaned for the purposes of construction of a residential dwelling or any other improvement permitted under these restrictions and conditions on such property. If any such lender should be in doubt as to the purpose for which such loan was made or indebtedness incurred, or as to whether the lien herein

granted is subordinate to any such loan or indebtedness, such lender or its assigns may rely conclusively on the written statement of the Association with respect thereto. The Association shall have the authority to release or subordinate said lien and any and all other provisions of this agreement entirely or in part with respect to any lot or lots in the Addition should it be deemed advisable for any reason whatsoever, without affecting said lien insofar as it applies to any other lot or lots in said subdivision. The Association has payment plans available as required by law.

29. All indebtedness of a Lot Owner to the Association is subject to a lien in favor of the Association. Unpaid assessments and dues shall bear interest at the rate of eighteen per cent (18%) per annum starting 30 days after the due date, or the maximum rate permitted by law, whichever is less. Such lien shall secure and be applicable to the payment of all interest, court costs, collection costs, and attorney's fees lawfully then or thereafter due in connection with such obligation to the Association.

30. In the event any provision hereof shall be for any reason unenforceable, the remaining provisions hereof shall continue to be fully enforceable in accordance with their terms and provisions.

31. These restrictions may be amended as provided in the original recorded restrictions, except that the Architectural Control Committee has assigned this power to the full Board of Directors of the Association.

32. Executed and effective on the date notarized below.

KEY ALLEGRO CANAL AND PROPERTY OWNERS ASSOCIATION, INC.

By *[Signature]* 7/10/17  
*Dave Foster*  
President

THE STATE OF TEXAS  
COUNTY OF ARANSAS

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the KEY ALLEGRO CANAL AND PROPERTY OWNERS ASSOCIATION, INC., a Corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 10<sup>th</sup> day of July 2017.

*Parkie Luce*  
Notary Public in and for the State of Texas





By Deborah Kahane 7-10-2017  
Secretary ~~Patti~~ Deborah Kahane

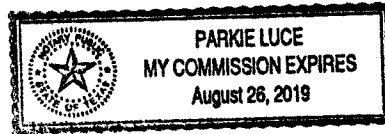
CORPORATION ACKNOWLEDGEMENT  
THE STATE OF TEXAS  
COUNTY OF ARANSAS

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the KEY ALLEGRO CANAL AND PROPERTY OWNERS ASSOCIATION, INC., a Corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 10<sup>th</sup> day of July 2017.

Parkie Luce

Notary Public in and for the State of Texas



**FILED FOR RECORD IN  
OFFICIAL PUBLIC RECORDS**

AT 2:58 P. M.

9/53<sup>00</sup> p. 8.  
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INDEXED

JUL 10 2017

SCANNED

STATE OF TEXAS - COUNTY OF ARANSAS  
I hereby certify that this Instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of ARANSAS COUNTY, TEXAS, as stamped hereon by me.



Valerie K. Amason  
VALERIE K. AMASON, COUNTY CLERK,  
ARANSAS COUNTY, TEXAS

Call Parkie Luce