



**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
GREENWAY POINTE ESTATES, A SUBDIVISION
IN PORT ARTHUR, JEFFERSON COUNTY, TEXAS**

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on February, 22nd 2005, at Port Arthur, Texas, by GOLF BREEZE DEVELOPMENT, LLC ("Declarant"), whose mailing address is P O. Box 1363, Nederland, Texas 77627

Recitals

1 Declarant is the owner of all that certain real property ("the Property") located in Jefferson County, Texas, described as follows LOTS ONE THROUGH SIXTY TWO (1-62), inclusive, GREENWAY POINTE ESTATES, a subdivision in Port Arthur, Jefferson County, Texas, per the map or plat thereof, on file and of record in the Map Records of Jefferson County, Texas, being all of the land described by metes and bounds in Exhibit "A" attached hereto

2 The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period

3 This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property

4 Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions

ARTICLE 1

Definitions

Developer

1 01 "Developer" means Declarant



Lot

1 02 "Lot" means any of the plots of land shown on the plat and subdivision map recorded in the Map Records of Jefferson County, Texas (the "Map"), on which there is or will be built a single family dwelling, regardless of whether separate plats and separate phases of the subdivision are filed at different times.

Owner

1 03 "Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling "Owner" includes contract sellers but excludes persons having only a security interest

ARTICLE 2

Architectural Control

Architectural Control Committee

2 01 Developer shall be the Architectural Control Committee Developer may appoint members to the committee from time to time and remove members from the committee from time to time After the Developer no longer owns any Lot, the Architectural Control Committee shall no longer exist unless the Owners decide to create one

Approval of Plans and Specifications

2.02. The Architectural Control Committee must review and approve in writing all of the following projects on the Property

- (a) Construction of any building, fence, wall, or other structure, including all materials to be used in exterior construction, and roofing, together with color selection of same
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure
- (c) Any landscaping or grading of any Lot or Lots

Application for Approval

2 03 To obtain approval to do any of the work described in Paragraph 2 02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work

Standard for Review

2 04 The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Failure of Committee to Act

2 05 If the Architectural Control Committee fails either to approve or reject an application for proposed work within sixty (60) days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

ARTICLE 3

Exterior Maintenance

3 01 If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

ARTICLE 4

Use Restrictions and Architectural Standards

Residential Use Only

4 01 All Lots shall be used for single-family residential purposes only. Single-family use consists of use as a dwelling by two or more natural persons who are related by marriage or kinship within the first degree of consanguinity or by not more than four natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

Type of Buildings Permitted

4 02 No building shall be erected, altered, or permitted on any Lot other than one

detached single-family dwelling not to exceed two stories in height, with a private garage for not more than four automobiles and at least two automobiles. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

Design, Minimum Floor Area, and Exterior Walls

4.03 Any residence constructed on the Lots must have a ground floor area of not less than 1,700 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than seventy-five (75%) percent masonry construction. All roofs shall be constructed of fireproof materials. All exterior colors, textures, and materials must be compatible with adjacent and surrounding Lots, and over-all community appearance. All garages, storage buildings, and other out buildings must be constructed of the same materials and same design as the main house structure. No portable storage buildings are permitted. Mailboxes must be constructed out of the same materials as the main house and built in accordance with specifications furnished by the Architectural Control Committee.

Setbacks

4.04 No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the Map. No fence or other construction may protrude beyond the front of the house. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with Paragraph 4.05, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.

Resubdivision or Consolidation

4.05 No Lot shall be resubdivided or split or consolidated with another lot or building plot without the approval of the Architectural Control Committee having been first obtained in writing.

Easements

4 06 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

Noxious or Offensive Activities Prohibited

4 07 No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4 08 No structure not approved for residential use by the Architectural Control Committee, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs

4 09 No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

Oil Development and Mining Prohibited

4 10 No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

4.11 No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.

Sewage Disposal

4.12. No individual sewage-disposal system shall be permitted on any Lot. Each Owner is responsible for their plumber or other contractor to match the existing City of Port Arthur water and sewer taps.

Water Supply

4.13. No individual water-supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of City of Port Arthur. Approval of the system as installed shall be obtained from that authority.

Parking

4.14. Overnight parking of vehicles, trailers, boats, camping trailers, mobile homes, motor homes, recreational vehicles, or similar vehicles items on the streets is expressly prohibited.

Animals

4.15. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that three (2) of any combination of dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. Unleashed pets are subject to being reported to animal control authorities.

Fences

4.16. If an Owner desires a fence along the back property line of any Lot, such fence must be a wrought iron type fence. The fence shall leave out the 10 feet utility easement for easy access by the Utility Company.

Trucks, Buses, and Trailers

4.17. No truck or bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van for personal use) or boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Prohibited Activities

4.18 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot

Wood-Burning Stoves and Fireplaces

4.19. No fireplace or wood-burning stove shall be installed or used on any Lot unless it meets the requirements, standards, and recommendations of applicable federal, state, and local authorities.

Poles, Masts, and Antennas

4.20 No poles, masts, antennas, or satellite dishes (except for satellite dishes less than 36 inches in diameter mounted on the house) of any type, size, or height shall be installed on any Lot unless within the envelope of a building approved by the Architectural Control Committee

Landscaping

4.21. Each Owner shall, as soon as possible after construction, landscape their Lot(s) with ornamental plants, trees, shrubs, ground cover, lawns, and flowers, and must include landscaping around any exposed utility boxes so as to screen their appearance

Driveways

4.22 Driveways shall be constructed of concrete. Concrete driveways must match the curb, street, and driveway entrance in accordance with the City of Port Arthur Standard Curb Detail and other requirements of the City of Port Arthur

Prior Right of Builder; Commencement and Completion of Construction; Reservation of Option

4.23 Each Owner who desires to use a general contractor to construct a house shall first offer to allow ICON Builders an opportunity to construct such house and shall in good faith attempt to reach an agreement with ICON Builders to construct such house. In the event ICON Builders declines in writing to construct such house, the Owner is free to contract with any contractor of Owner's choosing to construct such house. Each Owner must commence construction of a residence within three (3) years from the date the Lot(s) is initially purchased from Developer, and must complete construction within two (2) years after construction is commenced. In the event construction is not commenced within three (3) years from the date the Lot(s) is initially purchased from Developer, Developer retains the right and option (but not the obligation) to purchase the Lot(s) back from the Owner for the same amount originally paid to Developer for the Lot(s)

ARTICLE FIVE

Easements

Reservation of Easements

5 01 All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No fence or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

Underground Electrical System

5 02 An underground electricity distribution system shall be installed to serve all Lots in the subdivision. The Owner of each Lot, at the Owner's cost, shall furnish, install, and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances from the meter installed on the Lot by the electric company to such point as may be designated by the company on the property line of the Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner, at the Owner's cost, shall install, furnish, and maintain a meter loop (in accordance with then-current standards and specifications of the electric company) for the residence constructed on the Lot. For as long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

ARTICLE SIX

General Provisions

Enforcement

6 01 The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

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

Covenants Running With the Land

6.03 These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment

6.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Official Public Records of Real Property of Jefferson County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys' Fees

6.05 If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Liberal Interpretation

6 06 This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 22nd day of February, 2005, at Port Arthur, Texas

Declarant

Golf Breeze Development, LLC

By *K T Akbari*
K T. Akbari, Member

**CLERKS NOTE:
NO EXHIBIT "A" ATTACHED TO
FOREGOING INSTRUMENT AT TIME
OF FILING.**

STATE OF TEXAS
COUNTY OF JEFFERSON

This instrument was acknowledged before me on February 22, 2005 by K.T. AKBARI, member of Golf Breeze Development, LLC, a Texas limited liability company, on behalf of said company.

Gertie Burleson
Notary Public, State of Texas



After recording return to K T (Ike) Akbari at P O. Box 1363 Nederland, TX 777627

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Carolyn L Guidry

2005 Feb 23 10:44 AM

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CAROLYN L GUIDRY COUNTY CLERK
JEFFERSON COUNTY TEXAS

STATE OF TEXAS COUNTY OF JEFFERSON
I hereby certify that this instrument was filed on
the date and time stamped hereon by me and was duly
recorded in the Official Public Records of Real Property
at Jefferson County, Texas on

FEB 23 2005



Carolyn L. Hundley
County Clerk, Jefferson County, Texas

BEING A 17 091 ACRE TRACT OR PARCEL OF LAND, THAT SAME TRACT OF LAND AS CONVEYED BY DEED DATED FEBRUARY 25, 2003 FROM SKY TRAILS, INC. TO GOLF BREEZE DEVELOPMENT,

LLC, RECORDED IN CLERKS FILE NO 2003006920 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, COUNTY CLERKS OFFICE, JEFFERSON COUNTY, TEXAS AS SITUATED IN AND A PART OF LOTS 2, 3, 4, 6 AND 7, BLOCK 11, RANGE "H" OF THE PORT ARTHUR LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 1, PAGE 22 OF THE MAP OR PLAT RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

BEGINNING AT A 1/2" STEEL ROD SET WITH CAP MARKED ARCENEUX & GATES LOCATED ON THE EASTERLY LINE OF 9TH AVENUE, A 120 FEET WIDE PUBLIC DEDICATED RIGHT-OF-WAY AS CONVEYED BY DEED RECORDED IN VOLUME 1704, PAGE 25 OF THE DEED RECORDS OF SAID COUNTY, THIS POINT MARKS THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND AN INTERIOR "ELL" CORNER OF THAT CERTAIN TRACT OF LAND (CALLED TRACT IV - 27 7541 ACRES) AS CONVEYED BY DEED TO THE CITY OF PORT ARTHUR, TEXAS RECORDED IN VOLUME 1763, PAGE 154 OF SAID DEED RECORDS, SAME BEGINNING POINT BEARS NORTH 48 DEG 45 MIN 45 SEC, WEST A DISTANCE OF 120 05 FEET (CALLED NORTH 48 DEG 44 MIN. 58 SEC WEST - 120 0 FEET - DEED) FROM A 5/8" STEEL ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 27.7541 ACRE TRACT AND THE NORTHWEST CORNER OF THE FAIRWAY HOMES, BLOCK 3 REPLAT SUBDIVISION TO THE SAID CITY OF PORT ARTHUR, AS RECORDED IN VOLUME 16, PAGE 394 OF SAID MAP OR PLAT RECORDS,

THENCE NORTH 48 DEG 45 MIN 15 SEC WEST (REFERENCE BEARING) ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF 9TH AVENUE WITH THE WESTERLY LINE OF THIS TRACT A DISTANCE OF 312.00 FEET (309 06 FEET - DEED ALSO CALLED NORTH 48 DEG. 44 MIN 58 SEC WEST-

311 86 FEET) TO A 5/8" STEEL ROD FOUND MARKING AN INTERIOR "ELL" CORNER OF SAID 27 7541 ACRE TRACT AND THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE NORTH 41 DEG 14 MIN. 08 SEC. EAST (NORTH 41 DEG 11 MIN 34 SEC EAST - 149 67 FEET- DEED- ALSO CALLED NORTH 41 DEG 14 MIN 08 SEC. EAST - 150 0 FEET) DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE ALONG THE LOWER NORTH LINE OF THIS TRACT WITH AN INTERIOR LINE OF SAID 27.7541 ACRE TRACT A DISTANCE OF 149 79 FEET TO A 1/2" STEEL ROD IN CONCRETE FOUND MARKING AN ANGLE POINT FOR CORNER;

THENCE NORTH 25 DEG. 14 MIN 23 SEC EAST (NORTH 25 DEG 12 MIN 31 SEC. EAST - 660.23 FEET- DEED) CONTINUING ALONG SAID LOWER NORTH LINE OF THIS TRACT WITH SAID INTERIOR LINE A DISTANCE OF 660 09 FEET TO A 1/2" STEEL ROD IN CONCRETE FOUND MARKING AN ANGLE POINT FOR CORNER,

THENCE NORTH 04 DEG 52 MIN 32 SEC WEST (NORTH 04 DEG. 49 MIN 49 SEC. WEST- 167.29 FEET-DEED) CONTINUING ALONG SAID LOWER NORTH LINE AND INTERIOR LINE A DISTANCE OF 167 55 FEET TO A 1/2" STEEL ROD IN CONCRETE FOUND MARKING AN ANGLE POINT FOR CORNER;

THENCE NORTH 48 DEG. 45 MIN. 01 SEC. WEST (NORTH 48 DEG 45 MIN. 41 SEC WEST - 440.26 FEET- DEED) ALONG THE MIDDLE WEST LINE OF THIS TRACT WITH THE INTERIOR LINE OF SAID 27 7541 ACRE TRACT A DISTANCE OF 440 29 FEET TO A 1/2" STEEL ROD IN CONCRETE

FOUND MARKING A INTERIOR "ELL" CORNER OF SAID 27 7541 ACRE TRACT AND THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE NORTH 13 DEG. 49 MIN. 44 SEC EAST (NORTH 13 DEG 50 MIN. 27 SEC EAST - 477.59 FEET- DEED) ALONG THE UPPER NORTH LINE OF THIS TRACT WITH SAID INTERIOR LINE A DISTANCE OF 477.54 FEET TO A 1/2" STEEL ROD IN CONCRETE FOUND MARKING AN INTERIOR "ELL" CORNER OF SAID 27.7541 ACRE TRACT AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE SOUTH 84 DEG 54 MIN 08 SEC. EAST (SOUTH 84 DEG 55 MIN. 47 SEC. EAST - DEED) ALONG THE EASTERLY LINE OF THIS TRACT WITH SAID INTERIOR LINE OF SAID 27.7541 ACRE TRACT A DISTANCE OF 153 07 FEET TO A 1/2" STEEL ROD FOUND MARKING AN ANGLE POINT FOR CORNER,

THENCE SOUTH 41 DEG 15 MIN. 49 SEC. EAST (SOUTH 41 DEG. 15 MIN 18 SEC. EAST - 510 07 FEET- DEED) CONTINUING ALONG SAID EASTERLY LINE AND INTERIOR LINE A DISTANCE OF 510 01 FEET TO A 1/2" STEEL ROD IN CONCRETE FOUND MARKING AN ANGLE POINT FOR CORNER;

THENCE SOUTH 47 DEG. 09 MIN 12 SEC. EAST (SOUTH 47 DEG. 10 MIN 27 SEC EAST - 451.12 FEET- DEED) CONTINUING ALONG SAID EASTERLY LINE AND INTERIOR LINE A DISTANCE OF 451 24 FEET TO A 1/2" STEEL ROD IN CONCRETE FOUND MARKING AN INTERIOR "ELL" CORNER OF SAID 27.7541 ACRE TRACT AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE SOUTH 39 DEG. 36 MIN 08 SEC WEST (SOUTH 39 DEG 35 MIN 26 SEC WEST - DEED) ALONG THE SOUTHERLY LINE OF THIS TRACT WITH THE INTERIOR LINE OF SAID 27 7541 ACRE TRACT A DISTANCE OF 564 50 FEET TO A 1/2" STEEL ROD IN CONCRETE FOUND MARKING AN ANGLE POINT FOR CORNER,

THENCE SOUTH 25 DEG. 13 MIN 29 SEC WEST (SOUTH 25 DEG 12 MIN. 54 SEC. WEST - 646.53 FEET- DEED) CONTINUING ALONG SAID SOUTHERLY LINE AND INTERIOR LINE A DISTANCE OF 646 57 FEET TO A 1/2" STEEL ROD IN CONCRETE FOUND MARKING AN ANGLE POINT FOR CORNER,

THENCE SOUTH 41 DEG 14 MIN. 08 SEC WEST (SOUTH 42 DEG. 21 MIN. 08 SEC. WEST - 149.90 FEET- DEED ALSO CALLED SOUTH 41 DEG. 14 MIN. 08 SEC WEST- 150 FEET) CONTINUING ALONG SAID SOUTHERLY LINE AND INTERIOR LINE A DISTANCE OF 149 84 FEET TO THE SOUTHWEST CORNER AND PLACE OF BEGINNING AND CONTAINING IN AREA 744,502 SQUARE FEET OR 17 091 ACRES OF LAND, MORE OF, LESS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

2005 Mar 09 11:23 AM

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GEORGE \$38.00

CAROLYN L. GUIDRY COUNTY CLERK

JEFFERSON COUNTY TEXAS