

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 GILBERT LAKE ESTATES, PHASE III,
 JEFFERSON COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, The Kojak Company is the owner of that certain 18.2172 acre tract or parcel of land lying and situated in Jefferson County, Texas, and more fully described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, The Kojak Company has caused the above described property to be subdivided and platted into Gilbert Lake Estates, Phase III, an addition in Jefferson County, Texas, to be known and designed as "Gilbert Lake Estates, Phase III, an addition in Jefferson County, Texas", as shown on the Final Plat of Gilbert Lake Estates, Phase III, consisting of Lots Numbered 1 through 6 in Block Number 2, Lots 1 through 5 in Block Number 12, Lots 1 through 10 in Block Number 13, and Lots 1 through 5 in Block Number 14, prepared by Fittz & Shipman, Consulting Engineers & Land Surveyors, Beaumont, Jefferson, Texas, and filed herewith.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that The Kojak Company, a Texas corporation, does hereby and herewith adopt the Final Plat (the "Plat") designating the property as "Gilbert Lake Estates, Phase III, an addition in Jefferson County, Texas", referred to as the "Addition", and does hereby dedicate to the public use forever all streets, utility easements, lanes, lands intended for public use and other public property shown and designed upon the Final Plat of the Addition, together with the basic restrictions, conditions and limitations shown thereon.

For the purpose of establishing and maintaining a general plan and building scheme, uniform over the entire Addition, which shall be for the protection and benefit of all owners of any Lot or Lots in the Addition, The Kojak Company subjects and encumbers the Addition and each and every Lot in the Addition with the following protective restrictions and covenants:

1.

All Lots and property therein shall be used for single family residential purposes only.

2.

Buildings erected on all Lots in this Addition must be single-family dwellings. No structure may be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling, a private garage, and other outbuildings incidental to the residential use of such Lot and not inconsistent with other covenants herein, provided that the plans for all such outbuildings must be approved in advance by the Architectural Control Committee, hereinafter described.

3.

All dwellings located on any Lot must have living floor area in the main structure, including enclosed utility and storage rooms, but exclusive of open porches, carports, and garages, of at least One Thousand Two Hundred (1,200) square feet.

4.

No building, garage, carport or other structure may be located nearer to the front Lot line than the building setback lines shown

in the "Notes" section of the Plat and no building, garage, carport or other structure may be located nearer than ten (10) feet from any side Lot line and no building, garage, carport or other structure may be located nearer than twenty (20) feet from any side Lot line adjacent to any road or road right of way shown on the Plat.

5.

No building, garage, carport, or other similar may be located nearer than twenty-five feet (25') to the rear Lot line, unless the location of any such improvement closer to such rear lot line is approved in writing by the Architectural Control Committee and such approval is recorded in the Official Public Records of Real Property of the County in which the Addition is located.

6.

No fence will be erected, placed or altered on any Lot nearer to any street than the building setback line as noted on the plat or applicable under this declaration.

7.

No Lot may be subdivided. No dwelling may be placed on any Lot of less than one-half acre. All dwellings must face the front of the Lot, unless approved otherwise by the Architectural Control Committee.

The Architectural Control Committee will determine what is the front of a Lot; the front of the Lot will be presumed to be the side adjacent to the street that is shown as the address of the Lot on the Plat.

Any restrictions, easements or limitations under this document pertaining to a side lot line shall not apply to common side lot line(s) of two or more adjacent lots owned by the same owner. Any restrictions, easements or limitations under this document pertaining to a rear lot line shall not apply to common rear lot line(s) of two or more adjacent lots owned by the same owner. If at any time the adjacent lots are no longer owned by a common owner, the side lot line or rear lot line, as the case may be, shall be subject to all limitations under this document pertaining to a side lot line or rear lot line, as the case may be. The purpose of this paragraph is, subject to the other terms of this document, to permit the construction of improvements across a common lot line only where the adjacent lots have an identity of ownership and where the construction of such improvements does not encroach upon an easement created by any instrument other than this document or otherwise violate the terms of this document.

8.

No building, fence, wall, or other structure may be erected, placed, altered or permitted on any Lot or plot at any time until (a) the plans and specifications therefor have been approved by the Architectural Control Committee as to the quality of workmanship and materials, compliance with the provisions hereof, and harmony of external design with planned and existing structures, and (b) a plot plan showing the location of the structures and improvements, including walls and driveways, has been approved by the Architectural Control Committee. All such plans and specifications

must be submitted no later than twenty (20) days before the proposed date for the start of construction on any such building, fence, wall, or other structure. Approval will be given or withheld as hereinafter provided.

The Architectural Control Committee shall give or withhold approval (as in the judgment of the committee is proper) of all matters set out in the preceding paragraph and of other matters herein specified. Said Architectural Control Committee will be composed of three (3) members, P. T. Kojak, Cathy Kojak and Don Burrell. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining member(s) will have full authority to designate a successor or successors. Neither the members of the Committee, nor its designated representative, will be entitled to any compensation for services performed pursuant to this covenant. Any time after a period of ten (10) years from date of this instrument, the then record owners of a majority of the Lots will have the power through a duly recorded written instrument to change the membership of the Committee, or to withdraw powers and duties from the Committee or restore to it any of its powers and duties. The Architectural Control Committee is sometimes herein called the "Committee".

The approval or disapproval of the Committee, as required in these covenants, will be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove the plans and specifications within thirty (30) days after said

plans and specifications have been submitted to it, or in any event, if no suit to enjoin the proposed construction has been commenced prior to the completion thereof, approval will not be required and the related covenants will be deemed to have been fully complied with.

9.

No livestock, animals or poultry of any kind will be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that (a) they are not kept, bred or maintained for any commercial purposes and (b) are not kept in such numbers as to be an annoyance or a nuisance to the Addition in the opinion of the Committee.

10.

No Lot may be used or maintained as a dumping ground for trash or rubbish. Trash, garbage, or other waste must be kept in a sanitary condition. If trash, garbage or other waste accumulates on any Lot, the Committee may send a notice to the Owner of such Lot requiring it to be brought into compliance with the provisions of this Article 10 within fifteen (15) days. If it is not so brought into compliance, the Committee may cause the necessary work to be done, and the reasonable charges for such work will be a personal debt of the Owner of the Lot in question. The provisions of this Article 10 will not apply to trash, rubbish or waste accumulated on any Lot during construction of a dwelling or other building on such Lot, provided that no unsanitary condition will be permitted on any Lot at any time.

11.

All septic tank or sewage treatment system must meet all applicable governmental regulations, rules, and standards and must comply with the standards set out in the "Notes" section of the Plat.

12.

No signs of any kind will be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder, developer or lender in advertising the property for sale or rent, or signs used by a builder, developer or lender in advertising the property during the construction and sales period.

13.

Oil or gas drilling, oil or gas development operations, oil refining, quarrying, and mining operations of all kinds are prohibited on all Lots. Oil or gas wells, tanks, tunnels, mineral excavations and shafts are prohibited upon any Lot. Derricks and other structures designed for use in boring for oil or natural gas or minerals are prohibited upon any Lot.

14.

No noxious or offensive activity may be carried on upon any Lots nor may anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No commercial activity may be conducted on any Lot.

15.

No trailer, tent, shack, garage, barn, or other outbuilding erected in the Addition may at any time be used as a residence temporarily or permanently, nor may any structure of a temporary character be used as a residence. During the construction and sales period of the initial dwelling units, the builder may erect and maintain such structures as are customary in connection with such construction and sale of property, including, but not limited to, construction shacks or trailers, business offices, storage areas, construction yards, signs, model units and sales offices.

16.

No trucks (except for pickup trucks, vans and carryalls having a manufacturer's rated carrying capacity of one ton or less), mobile homes, recreational vehicles, or similar vehicles may be parked, placed or stored upon any Lot in the Addition on a permanent basis (as hereinafter defined). No vehicle or device may ever be parked on the streets of the Addition on a permanent basis. A "permanent basis", as that term is used above, means any period or periods in excess of seventy-two (72) consecutive hours or any periods in excess of twelve (12) consecutive hours on any three (3) consecutive days.

17.

No existing or used dwellings will be moved and placed on any of the above mentioned Lots from another location, all dwellings must be new construction.

18.

Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the Final Plat of Gilbert Lake Estates, Phase III, an addition in Jefferson County, Texas, filed herewith. Subject to the exceptions permitted in Section 7 of this documents, no building of a permanent nature may be erected over and above said easements, and no structure, plant, or other material may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

19.

Each Owner of a Lot in the Addition shall, at his sole cost and expense, perform such repairs and maintenance as may be required to keep his residence in a condition comparable to the condition of such residence at the time of its initial construction excepting ordinary wear and tear.

20.

If all or any portion of a residence is damaged or destroyed by fire or other casualty, the Owner thereof shall with all due diligence rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to such casualty. Reconstruction will be undertaken within three (3) months after the damage occurs and will be completed within twelve (12) months after the damage occurs,

unless prevented by causes beyond the control of the Owner or Owners.

21.

A. These covenants are to run with the land will be binding on all parties and all persons claiming under them for a period of twenty-one (21) years after the date hereof, at which time said covenants will be automatically extended for successive periods of ten (10) years each unless by a vote of a majority of the then Lot Owners it is agreed to change the said covenants in whole or in part.

B. EACH PURCHASER OF A LOT IN THE ADDITION SHALL EXECUTE A STATEMENT AT THE CLOSING WHERE HE PURCHASES SUCH LOT TO THE EFFECT THAT HE HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS DEDICATION, RESTRICTIONS AND COVENANTS PERTAINING TO GILBERT LAKE ESTATES, PHASE III. The failure of any such Owner to sign such a statement will not result in any provisions hereof being any less enforceable, but all Owners shall endeavor to see to it that each successive Owner of any Lot signs such a statement.

22.

If any person violates or attempts to violate any of the covenants herein, any person or persons owning real property situated in Gilbert Lake Estates, Phase III, may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing, or to recover damages for such violations, provided however, that proceedings at law or in equity

to prevent violations hereof or seeking damages for a violation hereof must be begun within one (1) year from the date such violation was first committed and not thereafter.

23.

In interpreting the provisions hereof the following definitions will apply:

(a) "Owner" means and refers to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Addition, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation

(b) "Addition" means and refers to the subdivided real property hereinabove described.

(c) "Lot" means and refers to any plot of land shown upon the recorded plat of the Addition with the exception of the public street easements reflected and designated as such upon the Plat of the Addition.

24.

Gulf Coast Bank ("Lienholder"), being the holder of a lien or liens on the tract or parcel of land herein described, joins with The Kojak Company ("Developer") for the purposes of (a) consenting to and adopting the Plat of the Addition; (b) consenting to the grant or dedication by Developer of all streets, easements, lanes, lands intended for public use and other public property as shown and designated as such on the Plat of the Addition; (c) subordinating its lien or liens to all of the aforementioned grants

or dedications; and (d) subordinating its lien or liens to the restrictions, covenants and conditions imposed by Developer upon the Addition by this Declaration. However, Lienholder joins herein solely and only as a lienholder and only for the purposes set forth above in this Article 24, and it does not assume any of the liabilities, duties, covenants, warranties or obligations of Developer, or of Developers's successors or assigns, nor does it make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation on the part of Developer, or Developer's successors or assigns.

Executed this the 5TH day of MARCH, 1997

The Kojak Company, a Texas corporation

By: *P. T. Kojak*
P. T. Kojak, President

Gulf Coast Bank

By: *Mark A. Long*
SR. VICE- , President
MARK A. LONG, SR VICE-PRESIDENT

ATTEST:

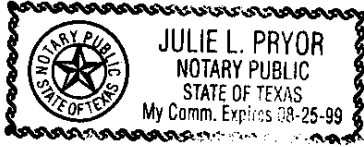
Mary Robin
Cashier



STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the 5th day of March, 1997, by P. T. Kojak, President of The Kojak Company, a Texas corporation, on behalf of said corporation.



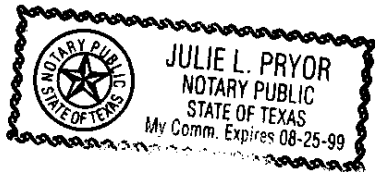
Julie L. Pryor
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF JEFFERSON §

Before me, the undersigned Notary, on this day personally appeared Mark A. Long, Sr. Vice President of Gulf Coast Bank, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office on March 5th, 1997.



Julie L. Pryor
Notary Public, State of Texas

Re: P. T. KOJAK
6415 CALDER, SUITE C
BENUMONT, TEXAS 77706
CALL FOR PICK-UP - 860-1931

Exhibit "A"

**FIELD NOTE DESCRIPTION
FOR A
18.217 ACRE TRACT
OUT OF THE
SARAH MILES SURVEY ABSTRACT 172
AND THE
O.L. HILLEBRANDT SURVEY ABSTRACT 135
JEFFERSON COUNTY, TEXAS**

REVISED FEBRUARY 27, 1997

FEBRUARY 24, 1997

That certain 18.217 acre tract out of the Sarah Miles Survey Abstract 172 and the O.L. Hillebrandt Survey Abstract 135 being comprised of three tracts being all of a called 1.281 acre tract conveyed to W.C. Gilbert, Jr., as recorded in Clerks File Number 9423794 of the Real Property Records of Jefferson County, Texas, a portion of a called 2.196 acre tract conveyed to W.C. Gilbert, Jr., as recorded in Clerks File Number 9423795 of the Real Property Records of Jefferson County, Texas, and a portion of a called 112.39 acre tract conveyed to W.C. Gilbert as recorded in Volume 667, Page 576 of the Deed Records of Jefferson County, Texas, said 18.217 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod set for the southwest corner of the said 1.281 acre tract being the southwest corner of the said 18.217 acre tract;

THENCE North 00° 14' 30" East, along the west line of the said 1.281 acre tract at 136.72 feet pass the common line of the said Sarah Miles Survey Abstract 135, being the southwest corner of the said 112.39 acre tract and continuing in all a total distance of 848.00 feet (called North 00° 14' 30" East) to a 5/8" iron rod found for the southwest corner of Gilbert Lake Estates, Phase II, as plat recorded in Volume 15, Page 49 of the Map Records of Jefferson County, Texas, being the northwest corner of the said 18.217 acre tract;

THENCE South 89° 45' 30" East, along a portion of the south line of said Gilbert Lake Estates, Phase II, a distance of 874.51 feet (called South 89° 45' 30" East) to a 5/8" iron rod set for the northeast corner of the said 18.217 acre tract;

THENCE South 24° 54' 28" East, a distance of 111.59 feet to a 5/8" iron rod set for an angle point in the east line of the said 18.217 acre tract;

THENCE with a curve to the right having a chord bearing of South 12° 20' 01" East, a chord distance of 82.98 feet, and a radius of 190.56 feet, a distance along the curve of 83.65 feet to a 5/8" iron rod set for an angle point in the said east line of the 18.217 acre tract;

THENCE South 00° 14' 30" West, a distance of 586.00 feet to a 5/8" iron rod set for an angle point in the said east line of the 18.217 acre tract;

THENCE with a curve to the left having a chord bearing of South 00° 14' 30" West, a chord distance of 80.00 feet, and a radius of 50.00 feet, a distance along the curve of 92.73 feet to a 5/8" iron rod set for the southeast corner of the said 18.217 acre tract;

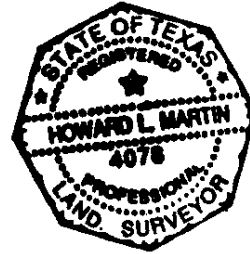
THENCE North 89° 45' 30" West, a distance of 940.00 feet (called North 89° 45' 30" West) to the POINT OF BEGINNING and containing 18.217 acres of land more or less.

This description is based on a land title survey made by Howard L. Martin, Registered Professional Land Surveyor, on February 17, 1997.

Fittz & Shipman, Inc.


Howard L. Martin, Surveyor
Registered Professional Land Surveyor No. 4078

Fittz & Shipman Project No. 96861.003
Plat, Report and Description
Page 2 of 2



Filed for Record in:
JEFFERSON COUNTY, TX
SANDY WILSON - COUNTY CLERK

On Mar 06 1997
At 10:48am

Receipt #: 110544
Recordings: 31.00
Doc/Mgmt: 6.00
Doc/Num: 97- 9706026
Doc/Type: REC

Deputy - Default Cashier ID