

2305/415

THENCE at right angle and in an Easterly direction across Lot 7 Block 16, Range "F" 660 feet to a point in the Easterly line of said tract of land;

THENCE in a Southerly direction along said Easterly line 132 feet;

THENCE in a Westerly direction at right angle and across said Lot 7 Block 16, Range "F" 660 feet to the PLACE OF BEGINNING; said tract being 132 feet by 660 feet and being the North 2 acres of the South one-half of said Lot 7 Block 16, Range "F" of the Port Arthur Land Company's Lands as recorded plat thereof and being the same land conveyed to Mrs. Lottie Locklar by Wm. F. Cromwell by Deed dated June 5, 1942, on file and of record in Vol. 510, P. 529, of the Deed Records of Jefferson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under me but not otherwise.

EXECUTED this 10th day of September, 1975.

Thelma June Garner
THELMA JUNE GARNER

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared THELMA JUNE GARNER, known to me to be the person whose name is subscribed to the foregoing instrument, and and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of Office this 10th day of September, 1975.

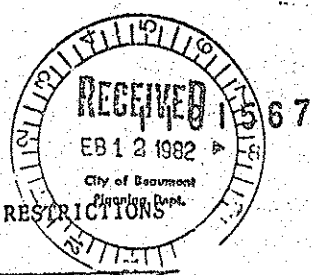
My commission expires:
6-1-77

Ruby L. Anthony
Notary Public in and for
Harris County, Texas
Ruby L. Anthony



FILED FOR RECORD
R. L. Adams
COUNTY CLERK
JEFFERSON COUNTY, TEXAS
Feb 16 12 02 PM '82 1101564

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
BAYOU BEND
BEAUMONT, TEXAS



THIS DECLARATION, made on the date hereinafter set forth by JAMES L. HAYES II, TRUSTEE, MARTIN BROUSSARD, TRUSTEE, and G. W. CHRISTIAN, TRUSTEE, residents of Beaumont, Jefferson County.

Texas, and hereinafter collectively referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property known as BAYOU BEND, an Addition to the City of Beaumont, County of Jefferson, State of Texas, which is more particularly described as:

BEING a 14.64 acre tract of land in the Hezekiah Williams Survey, Abstract No. 56 in Beaumont, Jefferson County, Texas, and being all of that certain tract of land described in deed from R. W. Meyers and J. T. Devins to M. E. Broussard, J. L. Hayes and G. W. Christian, Trustees, dated September 1, 1981 and recorded in Vol. 2336, Page 45 of the Deed Records of Jefferson County, Texas, and said 14.64 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch galvanized iron pipe found at the intersection of the South right-of-way line of Delaware Street (80 foot right-of-way) and the West line of a 75 foot drainage easement described in deed from Amoco Production Company to Jefferson County Drainage District No. 6 dated July 1, 1972, and recorded in Vol. 1746, Page 84 of the Deed Records of Jefferson County, Texas, the same being the Northmost East line of that certain 324.85 acre tract of land described as Tract No. 1 in a deed from A. M. Kaufman to Yount-Lee Oil Company dated May 18, 1933, and recorded in Vol. 376, Page 291 of the Deed Records of Jefferson County, Texas; from said 1/2 inch galvanized iron pipe the Southwest corner of Lot 5 Block 2 of Delaware Place Addition, according to the map thereof recorded in Vol. 12, Page 78 of the Map Records of Jefferson County, Texas, bears North 43 degrees 11 minutes 50 seconds East a distance of 110.06 feet;

THENCE South 0 degrees 11 minutes 34 seconds West along the West line of said 75 foot drainage easement a distance of 243.40 feet to a C. A. Kohler concrete monument placed for the Southeast corner of the tract of land herein described;

THENCE South 88 degrees 24 minutes 28 seconds West along the North line of said 75 foot drainage easement and at a distance of 3.66 feet pass a 1/2 inch galvanized iron pipe found and at a distance of 1506.31 feet pass a C. A. Kohler concrete monument placed in the proposed East right-of-way line of Howell Street Extension and continue a total distance of 1536.32 feet to a 5/8 inch iron rod placed at the intersection of the North line of said 75 foot drainage easement and the Northmost West line of said 324.85 acre tract of land;

THENCE North 0 degrees 00 minutes 32 seconds West along said West line a distance of 509.78 feet to a 1/2 inch galvanized iron pipe found in the South right-of-way line of Delaware Street;

THENCE North 89 degrees 08 minutes 13 seconds East along the South right-of-way line of said Delaware Street and at a distance of 30 feet pass a 5/8 inch iron rod placed in the proposed East right-of-way line of Howell Street Extension and continue a total distance of 531.76 feet to the beginning of a curve concave to the South having a radius of 960 feet and a central angle of 28 degrees 45 minutes 58 seconds;

THENCE in a Easterly direction along the South right-of-way line of said Delaware Street and the arc of said curve an arc distance of 481.98 feet to a concrete monument found at the beginning of a reverse curve concave to the North having a radius of 1,040 feet and a central angle of 28 degrees 45 minutes 58 seconds;

THENCE continuing in an Easterly direction along the South right-of-way line of said Delaware Street and along the arc of said curve an arc distance of 522.15 feet to a 1 inch galvanized iron pipe placed at the end of said curve;

THENCE North 89 degrees 08 minutes 13 seconds East along the South right-of-way line of said Delaware Street a distance of 38.85 feet to the place of beginning and containing 14.64 acres of land.

as shown and reflected by the Final Plat thereof recorded in the Office of the County Clerk of Jefferson County, Texas, reference to which is here made for all purposes.

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of Lots constituting the Addition, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to THE BAYOU BEND HOME OWNERS ASSOCIATION, a Texas Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer 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 seller, but excluding those having such interest merely

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as security for the performance of an obligation.

Section 3. "Addition" shall mean and refer to the subdivided real property hereinbefore described.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be all of the property in the Addition, excluding (i) Lots reflected upon the Plat of the Addition and the improvements thereon; and (ii) water, sewer and other utility lines and appurtenance thereto lying, installed and maintained with the utility easements reflected and designated as such upon the Plat of the Addition.

Section 5. "Lot" shall mean and refer to any plat of land shown upon the recorded Plat of the Addition, with the exception of the Common Area.

Section 6. "Member" shall mean every person or entity who holds membership in the Association.

Section 7. "Declarant" shall mean JAMES L. HAYES II, TRUSTEE and MARTIN BROUSSARD, TRUSTEE, and G. W. CHRISTIAN, TRUSTEE.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is designated as BAYOU BEND, and is more particularly described as follows:

BEING a 14.64 acre tract of land in the Hezekiah Williams Survey, Abstract No. 56 in Beaumont, Jefferson County, Texas, and being all of that certain tract of land described in deed from R. W. Meyers and J. T. Devins to M. E. Broussard, J. L. Hayes and G. W. Christian, Trustees, dated September 1, 1981 and recorded in Vol. 2336, Page 45 of the Deed Records of Jefferson County, Texas, and said 14.64 acre tract of land being more particularly described by metes and bounds as follows:

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BEGINNING at a 1/2 inch galvanized iron pipe found at the intersection of the South right-of-way line of Delaware Street (30 foot right-of-way) and the West line of a 75 foot drainage easement described in deed from Amoco Production Company to Jefferson County Drainage District No. 6 dated July 1, 1972, and recorded in Vol. 1746, Page 84 of the Deed Records of Jefferson County, Texas, the same being the Northmost East line of that certain 324.85 acre tract of land described as Tract No. 1 in a deed from A. M. Kaufman to Yount-Lee Oil Company dated May 18, 1933, and recorded in Vol. 376, Page 291 of the Deed Records of Jefferson County, Texas; from said 1/2 inch galvanized iron pipe the Southwest corner of Lot 5 Block 2 of Delaware Place Addition, according to the map thereof recorded in Vol. 12, Page 78 of the Map Records of Jefferson County, Texas, bears North 43 degrees 11 minutes 50 seconds East a distance of 110.06 feet;

THENCE South 0 degrees 11 minutes 34 seconds West along the West line of said 75 foot drainage easement a distance of 243.40 feet to a C. A. Kohler concrete monument placed for the Southeast corner of the tract of land herein described;

THENCE South 88 degrees 24 minutes 28 seconds West along the North line of said 75 foot drainage easement and at a distance of 3.66 feet pass a 1/2 inch galvanized iron pipe found and at a distance of 1506.31 feet pass a C. A. Kohler concrete monument placed in the proposed East right-of-way line of Howell Street Extension and continue a total distance of 1536.32 feet to a 5/8 inch iron rod placed at the intersection of the North line of said 75 foot drainage easement and the Northmost West line of said 324.85 acre tract of land;

THENCE North 0 degrees 00 minutes 32 seconds West along said West line a distance of 509.78 feet to a 1/2 inch galvanized iron pipe found in the South right-of-way line of Delaware Street;

THENCE North 89 degrees 08 minutes 13 seconds East along the South right-of-way line of said Delaware Street and at a distance of 30 feet pass a 5/8 inch iron rod placed in the proposed East right-of-way line of Howell Street Extension and continue a total distance of 531.76 feet to the beginning of a curve concave to the South having a radius of 960 feet and a central angle of 28 degrees 45 minutes 58 seconds;

THENCE in a Easterly direction along the South right-of-way line of said Delaware Street and the arc of said curve an arc distance of 401.90 feet to a concrete monument found at the beginning of a reverse curve concave to the North having a radius of 1,040 feet and a central angle of 20 degrees 45 minutes 58 seconds;

THENCE continuing in an Easterly direction along the South right-of-way line of said Delaware Street and along the arc of said curve an arc distance of 522.15 feet to a 1 inch galvanized iron pipe placed at the end of said curve;

THENCE North 89 degrees 08 minutes 13 seconds East along the South right-of-way line of said Delaware Street a distance of 38.85 feet to the place of beginning and containing 14.64 acres of land.

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ARTICLE III PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to that right of the Association to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the members has been recorded.

Section 2. Delegation of Use. Except as provided in Article XII, any Owner may delegate, in accordance with the By-laws of the Association, his right of enjoyment in and to the Common Area to the members of his family, his tenants, or contract purchasers, who reside on the property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. Each member shall be entitled to one (1) vote. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned.

ARTICLE V
ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments.

Declarant, for each Lot owned by it in the Addition, hereby covenants, and each Owner of a Lot in the Addition is hereby deemed to covenant by acceptance of his deed for such Lot, whether or

not it shall be so expressed in his deed, to pay to the Association (i) annual assessments and (ii) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien of each Lot against which such an assessment is made. Each such assessments, together with interest, costs, and reasonably attorneys' fees shall also be the personal obligations of the person or person who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successor in title to such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual Assessments.

The annual assessments levied by the Association shall be used exclusively:

(i) to promote the health, safety, and welfare of the residents in the Addition; and (ii) for the improvement and maintenance of the Common Area within the Addition. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the Common Area.
- (b) Maintenance and repair of the street situated on the Common Area within the Addition; and water, sewer, storm drainage and other utility lines in or serving the Common Area.
- (c) Fire insurance covering the full insurable replacement value of the improvements on the Common Area, with extended coverage.
- (d) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or

to the invitee, tenants and contract purchaser of any Owner, arising out of their occupancy and/or use of the Common Area. The policy limits shall be set by the Association, and shall be

reviewed at least annually and increased or decreased in the discretion of the Association.

(e) Workmen's compensation insurance to the extent necessary to comply with applicable laws, and any other insurance deemed necessary by the Board of Directors of the Association.

(f) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(g) Any other materials, supplies, labor, services, maintenance, repairs, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Common Area, for the benefit of Lots Owners, or for the enforcement of these restrictions.

(h) In addition to the maintenance of the Common Area, the Association shall provide the following: (i) mowing, trimming and care of grass and shrubbery on the exterior side of the perimeter fence; and (ii) maintenance and repair of damage to the fence surrounding the addition caused by acts of God and normal wear and tear.

Section 3. Power to Fix Annual Assessments. The power and authority to fix and levy the annual assessments shall rest exclusively with the Board of Directors of the Association, and when determined and fixed by the Board of Directors as herein provided, same shall be final, conclusive and binding upon each Lot Owner, his heirs, successors and assigns, including contract purchasers.

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Section 4. Special Assessments for Capital Improvements.

In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area. Any special assessment shall have the assent of two-thirds (2/3rds) of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Action Under Section 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) or more of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a periodic basis as set out by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Maintenance Assessments; Due Dates. The annual maintenance assessments provided for herein shall commence as to each Lot on the first day of

of the calendar month next following the conveyance of a Lot by the Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the annual assessment period (whether a calendar or fiscal year, as determined by the Board of Directors of the Association). The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of Association. Any assessment not paid within ten (10) days of the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. To secure the prompt payment of the aforementioned assessments, a lien is hereby created and granted for the benefit of the Association upon each Lot, and all improvements, additions, fixtures and appurtenances hereinafter placed thereon. The Association may bring an action by law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Power of Sale. To secure and enforce the payment of said assessments, and for the auxiliary and cumulative enforcement of said lien hereinabove created, Declarant has granted, sold and conveyed and by these presents does grant, sell and convey unto G. W. Christian, Trustee of Jefferson County, Texas, and his substitute or successors, the hereinbefore described real property and all improvements, additions, fixtures and appurtenances hereafter placed thereon. To have and to hold the said premises, together with the rights, privileges and appurtenances unto the said Trustee, and to his substitutes or successors forever. And Declarant does hereby bind themselves, their successors and assigns, to warrant and forever defend the said premises unto the said Trustee, his substitutes, successors and assigns forever, against the claim or claims of all persons claiming or to claim the same, or any part thereof, for and upon the following trusts, terms, covenants, and agreements, to-wit: That whereas, Declarant, its successors and assigns may hereafter become justly indebted to the Association, as evidenced by the hereinbefore mentioned assessments. Should Declarant, their successors and assigns do and perform all of the covenants and agreements herein contained and make prompt payment of the assessments hereby secured as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect.

That in the event of default the payment of any assessment hereby secured, in accordance with the terms hereof, it shall thereupon, or any time thereafter, be the duty of the Trustee, or his successor or substitute, at the request of the Association (which request is hereby conclusively presumed) to enforce this

trust and make sale of the above described and conveyed property, or any portion thereof, as provided in Article 3810, Revised Civil Statutes of Texas 1925, after notice as provided in said Article (but without any other notice than is required by said Article 3810), selling all of the property as an entirety or in parcels as the Trustee acting may elect, and make due conveyance to the purchaser or purchasers, with general warranty binding the grantor, his heirs, and assigns; and out of the money arising from such sale, the Trustee acting shall first pay all expenses of advertising said sale and making the conveyance, and then to the Association the full amount of assessments owing, interest thereon, and reasonable attorneys' fees, rendering the balance of the sales price, if any, to grantor, his heirs, or assigns; and the recitals in the conveyance to said purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed and such sale and conveyance shall be conclusive against grantor, his heirs and assigns.

In case of the absence, resignation, death, inability, failure or refusal of the Trustee herein named or of any substitute Trustee appointed hereunder to act, or in the event the Association shall deem it desirable to remove without cause the Trustee or any substitute Trustee and appoint another to execute this trust, then in any of such events the Association shall have the right (to be exercised through its Board of Directors) and is hereby authorized and empowered to appoint a successor and substitute without any formality other than an appointment and designation in writing; and this appointment shall vest in him, as Trustee, the estate and title in and to all said premises, and he shall

thereupon hold, possess and execute all the rights, title, powers and duties herein conferred upon the Trustee named herein; and the right to appoint a successor or substitute Trustee shall exist as often and whenever from any of said causes any Trustee, original or substitute, cannot or will not act, or has been removed without cause. The exercise or attempted exercise of the power of sale herein contained shall not exhaust said power of sale and shall not prevent any subsequent exercise thereof.

It is especially agreed that, in the event of a foreclosure under the powers granted herein, the person in possession of said property shall thereupon become the tenant-at-will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand, the purchaser shall thereupon, at his or her option, be entitled to institute and maintain the statutory action for forcible detainer and procure a writ of possession thereunder. This provision shall in no wise preclude the purchaser from bringing any other legal action for possession of said property and the bringing of one character of action shall not preclude the other, and the same may be exercised separately or simultaneously.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to any purchase money mortgage or any constitutional mechanic's and materialman's lien contract, and or any renewal or extension of same. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments,

charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; except that the existence of an easement of any Lot shall not exempt such Lot from full and uniform assessment as if such easement were not located thereon; (b) all Common Area as defined in ARTICLE I, Section 4 hereof; and (c) all property exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption. Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempted from sale assessment, charges or liens.

Section 12. Books and Records. Proper books and records shall be kept with reference to all assessments, and each Owner shall at all reasonable times during business hours have access thereto. The books and records shall be kept in such a manner as to separately identify the payments and assessments for utility service, maintenance and capital improvements. No payment or assessment for each individual assessment account shall be transferred or debited or credited to another account.

ARTICLE VI

OWNER'S OBLIGATION TO REPAIR AND MAINTAIN; OBLIGATION TO REBUILD

Section 1. Owner's Obligation to Repair and Maintain Residence. Each Owner, shall, at his sole cost and expense, perform such repairs and maintenance as shall be required to keep his residence in a condition comparable to the condition of such residence at the time of its initial construction, excepting only ordinary wear and tear. Additionally, each Owner shall maintain his yard area and all sidewalks and driveways on his Lot. In the event an Owner shall fail or refuse to make such repairs or perform such maintenance, and such failure or refusal shall

continue for more than forty five (45) days from delivery of written notice from the Association to the Owner (or, if more than one(1) Owner, to any of them) specifying the maintenance or repairs required to be made, the Association may, at its election, cause such maintenance and repairs to be performed. The costs of making or performing such maintenance and repairs shall then be an additional assessment to which such Lot is subject and shall be due, and payable to the Association in the month next following the delivery to the Owner (or, if more than one (1) Owner, to any of them) a written itemized statement of costs of such maintenance and repairs. This assessment shall be secured by the same lien or liens and shall be enforceable in the same manner as any other assessment upon such Lot.

Section 2. Owner's Obligation to Rebuild. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof with all due diligence, to 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 shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Authority of Architectural Control Committee.

No building, fence, wall or other structure shall be commenced, erected, placed or maintained upon any Lot in the Addition or upon any portion of the Common Area, nor shall any exterior addition to or change or alteration of any improvement in the Addition

be made, until the plans and specifications therefor, showing the kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the quality of materials, the harmony of external design and location in relation to other existing or planned structures and overall topography. Plans and specifications shall reflect all driveways and sidewalks required to serve the Lot, even though the same, in whole or in part, extend beyond the perimeter boundaries of the Lot. The Architectural Control Committee shall give or withhold approval (as is in the judgment of the Committee proper) of all matters set forth above. In the event the Architectural Control Committee fails to approve or disapprove plans and specifications within thirty (30) days after same are submitted to it, approval will not be required and the related covenants will be deemed to have been fully complied with.

Section 2. Composition of Committee; Vacancies; Delegation of Authority; and Surrender of Authority. The Architectural Control Committee shall be composed of three (3) or more persons to be appointed by Declarant. Declarant herewith appoint JAMES L. HAYES II, MARTIN BROUSSARD, and CARL W. KOHLER, as the members of the initial Architectural Control Committee. In the event of the death, inability to serve, or resignation of a member of the Architectural Control Committee, the remaining members of the Committee shall have the power to designate a successor. The Committee shall have the power to designate a representative to act for it. No member of the Committee or its designated representative shall be entitled to demand or receive any compensation or fee as a condition to its examination or approval of plans or specifications submitted or to be submitted to the Committee

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hereunder. Upon the completion of construction of a residence upon each every Lot in the Addition, the Architectural Control Committee may, by instrument in writing executed by a majority of the then members of the Architectural Control Committee, surrender its authority, powers and duties under this ARTICLE to the Board of Directors of the Association or to a committee appointed by the Board of Directors.

ARTICLE VIII

MAINTENANCE BY ASSOCIATION

Section 1. Maintenance of Common Area. It shall be the duty and obligation of the Association to (i) maintain and repair the Common Area of the Addition, together with all structures and improvements thereon; (ii) maintain and repair all water, sewer, storm drainage and other utility lines in or serving the Common Area (which are not dedicated to general public use); (iii) maintain and repair streets situated on the Common Area within the Addition; and (iv) maintain the perimeter fence and the exterior side of the shrubbery along the perimeter fence.

ARTICLE IX

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Lots in the Addition and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this ARTICLE, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contributions Runs With Land. The right of any Owner to contribution from any other Owner under this ARTICLE shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this ARTICLE, each party shall choose one (1) arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to choose an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE X

USE RESTRICTIONS

The Lots and the Common Area shall be occupied and used as follows:

Section 1. Residential Use. No Owner shall occupy or use

his Lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests and tenants.

Section 2. Obstruction of Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors.

Section 3. Insurance. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors. No Owners shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No boat, trailer, truck (except for a pickup truck having a manufacturer's rated carrying capacity for one half (1/2) ton or less), camping or recreational vehicle shall be parked or stored upon any Lot in the Addition on a "permanent basis" (as hereinafter defined) except wholly within an enclosed garage appurtenant to a dwelling; nor shall any such boat, trailer, truck, camping or recreational vehicle be parked upon a street or driveway in the Addition on a "permanent basis" (as hereinafter defined). A "permanent basis", as that term is used above, shall mean any period of forty eight (48) consecutive hours or any period of twelve (12) consecutive hours on any two (2) consecutive days. No repair work, dismantling

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or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, drive, driveway or yard adjacent to the Common Area, or in the Common Area.

Section 5. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any Lot. During the construction and sales period of the initial dwelling units the Builder may erect and maintain such structures as is customary in connection with such construction and sale of such property, including, but without limitation, storage areas, construction yards, signs, model units and sales offices.

Section 6. Signs. No sign of any kind shall be displayed to public view on any Lot or building except one (1) sign of not more eight (8) square feet in area advertising the merits of the property for sale or rent. During the construction and initial sales period of the dwelling units the Builder may use other signs and displays to advertise the merits of the property for sale or rent.

Section 7. Oil and Mining Operations. No gas or oil drilling gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 8. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, not to exceed a total of two (2) pets, may be kept provided that they shall not become a nuisance and are not kept, bred, or maintained for any commercial purposes.

Section 9. Garbage and Refuse Disposal. No Lot or any part of the Common Area shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept screened by adequate planting or fencing so as to conceal them from public view. There is reserved in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal contractor(s). All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

Section 10. Sewage Treatment. No sewage treatment system shall be permitted on any Lot.

Section 11. Owner's Maintenance. The Owner shall maintain and keep in repair the following equipment and lines located outside the residence: air conditioning compressor condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer line connecting the residence to the sanitary sewer collection system, electric power service conductors from the exterior of the building to the point of connecting to the electric utility company's junction box or transformer, electric circuit breakers, and portion of natural gas and/or telephone service lines located on the Lot but not maintained by the gas and/or telephone companies.

An Owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners.

Section 12. Annoyance. No activity shall be carried on upon any Lot or the Common Area which might reasonably be considered as giving annoyance to neighbors or ordinary sensibilities and which might be calculated to reduce the desirability of the Addition as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit.

Section 13. Minimum Square Footage Requirements. No one-story or split level dwelling shall be permitted on any Lot in the Addition in which the living floor area of the main structure (including enclosed utility and storage rooms, but excluding open porches, carports and garages) shall be less than two thousand five hundred (2,500) square feet; nor shall the first floor of any two-story or story and one-half dwelling on any Lot have less than one thousand eight hundred (1,800) square feet of such living area or a total of such living area of less than three thousand (3,000) square feet.

Section 14. Exterior Construction Materials. Any dwelling and all structures appurtenant thereto construed on any Lot in the Addition shall have the exterior thereof constructed of wood, brick, brick veneer, stucco, or other masonry material. No natural stone, natural rock, vinyl, or aluminum siding shall be used in the exterior of any dwelling or the structures appurtenant thereto. These requirements may be waived by the Architectural Control Committee, or by its duly authorized representative, provided such Committee or representative shall expressly approve (in advance of commencement of construction) the substitution of other exterior construction materials which shall, in the sole opinion of the Committee or its representative, not detract from or adversely affect the harmony of external design or appearance of the subject structure or other structures in the Addition.

Section 15. Minimum Setback Requirements. No structure shall be located nearer to the front Lot line than the building setback lines shown on the recorded Plat of the Addition, nor shall any structure be located nearer than fifteen (15) feet to any Lot line except for Lots 8, 9, 10 and 11 which shall not be located nearer than ten (10) feet.

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Section 16. Garage and Outbuilding. No garage attached to a dwelling shall have its entry facing the street. No building, structure, detached garage having an entry facing the street or other detached outbuildings shall be erected nearer to the front Lot Line than a line parallel with the street and twenty (20) feet in the rear of the main residential structure upon said Lot; provided, however, this requirement may be waived by the Architectural Control Committee. All driveways and entries to lots shall open on Bayou Bend Place.

Section 17. Gates in the Perimeter Fence. The owners of Lots 2 through 9 inclusive may, at their sole cost and expense, place a gate in the perimeter fence of the Addition; provided however, such gate shall be allowed only along the southern boundary line of the Addition. No gates shall be allowed to face either Delaware Street or the Howell Street right of way. No more than one gate shall be allowed on any one Lot. Any gate erected must be no more than four (4) feet in width and six (6) feet in height. The design of any gate must be approved by the Architectural Control Committee prior to construction. All gates erected pursuant to this Section must remain locked when not in use.

Section 18. Gardens. No rock gardens, stone gardens, or cactus plants or cactus gardens shall be allowed on any Lot in the Addition.

ARTICLE XI

EASEMENTS

Section 1. Blanket Easements. An easement over and upon every Lot and all of the Common Area of the Addition is hereby granted to all police, fire protection, ambulance, garbage and trash collection vehicles and personnel to enter thereon in the performance of their duties. Further, a like easement is herewith granted to the Association, its representatives, agents, and employees, to enter in and upon or to cross any Lot and the Common Area of the Addition for the purpose of performing the duties of maintenance and repair herein provided.

Section 2. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown and designated as such on the recorded subdivision Plat and are hereby dedicated to public

use by Declarant. With regard to the utility or drainage easements, no structures, planting or other material shall 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 easement.

(b) No dwelling unit or other structures of any kind (except as hereinafter provided) shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easement, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, and to the Association, its agents, employees, and contractors, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved. Easements for underground utilities may be crossed by walkways and driveways, provided that there are prior arrangements made for such crossings with the utility company or municipal agency furnishing service therein, and provided further that Declarant or any utility company or municipal agency using the easement shall not be liable for any damage done by them, their agents, employees, or contractors to such walkways and driveways in the course of installing, maintaining or removing utility lines and appurtenances thereto within such easements.

ARTICLE XII

RIGHT OF FIRST REFUSAL

In the event any Owner of a Lot shall wish to sell, lease or rent the same, and shall have received a bonafide offer therefor from a prospective purchaser or tenant, the remaining Lot Owners shall be given written notice thereof, together with an executed copy of such offer and the terms thereof. Such notice and a copy shall be given to the Board of Directors for all of the Owners. The remaining Lot Owners

through the Board of Directors, or a person named by them, shall have the right to purchase or lease or rent the subject Lot upon the same terms and conditions as set forth in the offer therefor, provided written notice of such Lot election to purchase or lease is given to the selling or leasing Owners, and a matching down payment or deposit is provided to the selling or leasing Lot Owner during the ten-day period immediately following the delivery of the notice of the bonafide offer and copy thereof to purchase or lease.

In the event any Lot Owner shall attempt to sell, rent, or lease his Lot without affording to the other owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee. Possession of or residence in a Lot by any person other than the record owners, their lineal descendants or relatives of their lineal descendants, continuing for a period of ten (10) days shall be deemed, for this purpose, to constitute a leasing or renting of the Lot whether or not any consideration has been paid therefor; and in such event, the Board of Directors may require the removal of such occupant(s), it being hereby agreed that the Board of Directors in such event, shall be entitled to the possession of the Lot upon demand therefor of and from such occupant, with or without notice to the record owner(s) thereof; and in the event of failure to surrender possession, the Board of Directors may institute and maintain Forcible Entry and Detainer proceedings for the possession of such Lot, and have and retain such possession until the record owner thereof, or his purchaser (in event of sale, all prerequisites of this declaration having been complied with) retakes physical possession of such premises. During any time when the Board of Directors shall have possession of such Lot hereunder, the Record Owner and all of his guests, licensees and invitees shall be deemed to waive any claim for damages to person or property in or on the Lot.

The sub-leasing or sub-renting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the Lot Owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein.

In no case shall the right of first refusal reserved herein affect the right of an Owner to subject his interest in the project parcel to a trust deed, mortgage, or other security instrument.

The failure of or refusal by the Board of Directors to exercise the right to so purchase or lease shall not construe or be deemed to be a waiver of such right to purchase or lease when a Lot Owner receive any subsequent bonafide offer from a prospective purchaser or tenant.

Except upon a transfer of title to a Public Trustee, or to a first mortgagee, each grantor of a Lot, upon transferring or conveying his interest, shall incorporate in such instrument of conveyance an agreement that the grantee carry out the provisions of the "right of first refusal" as provided in this Article.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

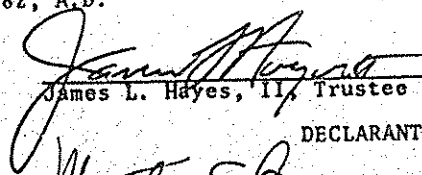
Section 2. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10)

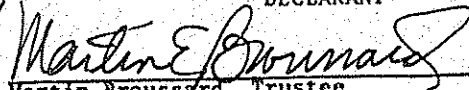
years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Joinder by Lienholder. At the request of and as an accommodation to Declarant, Texas Bank of Beaumont (the "Bank") being the owner and holder of a certain lien or certain liens upon the real property herein described (the "existing property"), joins with Declarant in the dedication to public use of the utility, drainage and street easements in and upon said real property, as shown and designated upon the recorded subdivision Plat thereof, and in the imposition of the restrictions, covenants and conditions hereinabove set forth in this Declaration; and, by its joinder herein, the Bank expressly subordinates its lien, liens, superior title and equities to the easements herein dedicated and to the restrictions, covenants and conditions herein imposed. By its joinder herein, however, the Bank assumes none of the liabilities, duties, covenants, or obligations of Declarant, its successors or assigns, nor does the Bank may make representations, guaranties or warranties as to any undertaking, covenants or representations of Declarant, its successors or assigns, the sole purpose of the joinder by said Bank being to consent and agree to the dedication of said easements and to the imposition of said restrictions, covenants, and conditions and to the subordination of its lien, liens, superior title and equities to said easements, restrictions, covenants, and conditions.

IN WITNESS WHEREOF, Declarant, JAMES. L. HAYES, Trustee, MARTIN BROUSSARD, Trustee, and G. W. CHRISTIAN, Trustee, joined by Texas Bank of Beaumont have executed this Declaration on the 3rd day of February, 1982, A.D.


James L. Hayes, II, Trustee

DECLARANT


Martin Broussard, Trustee

DECLARANT

G. W. Christian
G. W. Christian, Trustee

DECLARANT

TEXAS BANK OF BEAUMONT

By: Dick Cantolla
Sr. Vice President
Dick Cantolla

ATTEST:

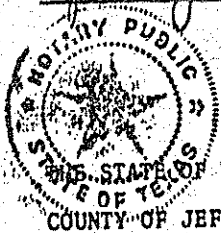
Jack W. Koskin
Notary Public
Jack W. Koskin

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THE STATE OF TEXAS *
COUNTY OF JEFFERSON *

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN BROUSSARD, 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 purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of

January, 1982.

THE STATE OF TEXAS *
COUNTY OF JEFFERSON *

Patty Houston
Notary Public, State of Texas
My Commission Expires:

PATTY HOUSTON, Notary Public,
for the State of Texas.
My Commission Expires 5-7-85.

BEFORE ME, the undersigned authority, on this day personally appeared JAMES L. HAYES II, 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 purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of

February, 1982.



THE STATE OF TEXAS *
COUNTY OF JEFFERSON *

Judy Hargrove
Notary Public, State of Texas
My Commission Expires: 9/19/85
Judy Hargrove

BEFORE ME, the undersigned authority, on this day personally appeared G. W. CHRISTIAN, 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 purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day

of January, 1982.



THE STATE OF TEXAS *
COUNTY OF JEFFERSON *

Judy Hargrove
Notary Public, State of Texas
My Commission Expires: 9/17/85
Judy Hargrove

BEFORE ME, the undersigned authority, on this day personally appeared Diego Cantillo of Texas Bank of Beaumont, a banking corporation, 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 purposes 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 1st day of

February, 1982.



Judy Hargrove
Notary Public, State of Texas
My Commission Expires: 9/17/85
Judy Hargrove

Clerk's Note: Map Recorded in Volume 14, Page 95, Map Records,
Jefferson County, Texas.

FILED FOR RECORD
R. L. [Signature]
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

FEB 16 1 45 PM '82

1101567

HEIRSHIP AFFIDAVIT

1101568

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Alice Bell and Lola Williams, Affiants, and on their oath each says that they are over Twenty-one (21) years of age and not incapacitated in any way; that they were each well acquainted with PAUL ANTOINE, SR., deceased; that the said PAUL ANTOINE, SR., deceased, died January 29, 1982, in Beaumont, Texas; that PAUL ANTOINE, SR., deceased, died without a valid will; that no administration has been taken out on his estate; that there was and is no reason or necessity for an administration of his estate; that there are no unpaid debts of his estate and the estate is not of sufficient size to incur either State or Federal Taxes; that PAUL ANTOINE, SR., deceased, was married one time, and that one time being to CAROLYN BLADE ANTOINE, on May 9, 1943 in Beaumont, Jefferson County, Texas; Carolyn Blade Antoine, died July, 1976 and had no children surviving her of her first marriage; that to the second marriage, the only child born to PAUL ANTOINE, SR., and CAROLYN BLADE ANTOINE, was as follows:

- 1. PAUL ANTOINE, JR., residing in Jefferson County, Texas, being over 21 years of age.

Affiants further depose and say that PAUL ANTOINE, SR., deceased, had no children except the one listed above; that PAUL ANTOINE, SR., deceased, never adopted any children nor took any children in his home to raise which would in any way imply an adoption.

Affiants affirm that they have read the foregoing Affidavit, know the contents thereof, and that each and every statement contained therein is true and correct to the best of their knowledge and belief.