

SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
WINDSOR GARDENS, SECTION TWO,  
AN ADDITION TO THE CITY OF BEAUMONT,  
JEFFERSON COUNTY, TEXAS

This Supplemental Declaration of Covenants, Conditions and Restrictions of Windsor Gardens, Section Two, an Addition to the City of Beaumont, Jefferson County, Texas (the "Section Two Supplemental Declaration") is this day made by B.A.G. Enterprises, Inc., a Texas corporation (the "Declarant").

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of Windsor Gardens, Section One, an Addition to the City of Beaumont, Jefferson County, Texas (the "Declaration") dated July 18, 1996, and filed for record under County Clerk's File Number 96-9623003 in the Official Public Records of Real Property of Jefferson County, Texas, the Declarant caused a certain 4.338 acre tract of land in Beaumont, Jefferson County, Texas, to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and designated as Windsor Gardens, Section One, an Addition to the City of Beaumont, Jefferson County, Texas ("Windsor Gardens, Section One"), in accordance with the Final Plat of said Windsor Gardens, Section One (the "Section One Plat"), filed for record contemporaneously with the Declaration and appearing of record in Volume 15, Page 317 of the Map Records of Jefferson County, Texas, reference to the Declaration and the Windsor Gardens, Section One, Plat being here made for all purposes; and

WHEREAS, the Declaration and the Section One Plat describe or reflect an 8.501 acre tract of land lying west of and adjacent to Windsor Gardens, Section One, owned by the Declarant and referred to in the Declaration and on the Section One Plat as the "Future Development Tract"; and

WHEREAS, the Declaration provides, in part, that the Declarant, at its sole election, may bring within the scheme of the Declaration, and within the jurisdiction of the Windsor Gardens Owners Association (the "Association"), all or any part of the Future Development Tract by Declarant's filing for record in the office of the County Clerk of Jefferson County, Texas, a Supplemental Declaration subjecting such additional property to the scheme of the Declaration and to the jurisdiction of the Association, together with a plat of such additional property; and

WHEREAS, the Declaration further provides, in part, that any such Supplemental Declaration may contain complimentary and supplementary provisions, conditions, covenants, restrictions and reservations, and may amend and modify the provisions, conditions, covenants, restrictions and reservations contained in the Declaration as they relate to the additional property to be brought within the scheme of the Declaration and within the jurisdiction of the Association, but such Supplemental Declaration may not in any manner revoke, modify or add to the covenants established by the Declaration for Windsor Gardens, Section One; and

WHEREAS, the Declaration defines the term "Addition" to mean, refer to and include Windsor Gardens, Section One, together with such additional part or parts of the Future Development Tract as shall be brought within the scheme of the Declaration and within the jurisdiction of the Association pursuant to the terms and provisions of the Declaration; and

WHEREAS, the Declarant now desires to bring into the Addition (as that term is defined in the Declaration), and within the jurisdiction of the Association and the integrated scheme of development and ownership provided in and contemplated by the

Declaration, an additional 3.679 acre tract or parcel of land out of the Future Development Tract, which 3.679 acre tract lies adjacent to and immediately west of Windsor Gardens, Section One, and is to be known, platted and subdivided into Windsor Gardens, Section Two, an Addition to the City of Beaumont, Jefferson County, Texas, said 3.679 acre tract of land being described as follows, to-wit:

Fieldnote description of a 3.679 acre tract of land out of the H. Williams Survey, Abstract No. 56, in Beaumont, Jefferson County, Texas and also being out of that certain 29.57 acre tract conveyed from Rolland J. Anderson, Trustee, to B.A.G. Enterprises, Inc. as recorded on October 13, 1989 in Film Code No. 102-88-1309 of the Real Property Records of Jefferson County, Texas, said tract of land being more fully bounded and described as follows:

BEGINNING at a 3/4 inch (3/4") iron rod found in the north line of said 29.57 acre tract marking the northeast corner of the herein described tract and also being the northwest corner of Lot 4, Block 1 of Windsor Gardens, Section One, plat of which appears in Volume 15, Page 317 of the Map Records of Jefferson County, Texas;

THENCE with the west line of said Lot 4, Block 1, Windsor Gardens, Section One and the most westerly east line of the herein described tract, South 01 degree 15 minutes 46 seconds East (S 01°15'46" E) at 140 feet (140.00') pass a 1/2 inch (1/2") iron rod found marking the southwest corner of said Lot 4, Block 1, said corner being located in the north line of Windsor Parkway a 50 foot (50') wide street right-of-way, and continuing along said course for a total distance of 190.00 feet (190.00') to a 3/4 inch (3/4") iron rod found in the south right-of-way line of Windsor Parkway;

THENCE with the south line of said Windsor Parkway, North 88 degrees 44 minutes 14 seconds East (N 88°44'14" E) for a distance of 40.27 feet (40.27') to a point for corner, said corner being in the west line of an existing 16 foot (16') wide private drive;

THENCE with the west line of said 16 foot (16') private drive, the most easterly west line of said Windsor Gardens, Section One, and the most easterly line of the herein described tract, South 01 degree 15 minutes 46 seconds East (S 01°15'46" E) for a distance of 348.69 feet (348.69') to a 3/4 inch (3/4") iron rod found marking the southeast corner of the herein described tract, said corner being located in the north line of Marshall Place Townhouses, Section Four, plat of which appears in Volume 2, Page 91 of the Condominium Records of Jefferson County, Texas;

THENCE with the north line of said Marshall Place Townhouses, Section Four, the north line of Marshall Place Townhouses, Section Five, plat of which appears in Volume 2, Page 92 of the Condominium Records of Jefferson County, Texas, and the south line of the herein described tract, South 88 degrees 53 minutes 36 seconds West (S 88°53'36" W) for a distance of 346.00 feet (346.00') to a 3/4 inch (3/4") iron rod set marking the southwest corner of the herein described tract;

THENCE North 01 degree 15 minutes 46 seconds West (N 01°15'46" W) for a distance of 347.75 feet (347.75') to a point for corner;

THENCE South 88 degrees 44 minutes 14 seconds West (S 88°44'14" W) for a distance of 22.27 feet (22.27') to a 3/4 inch (3/4") iron rod set for corner;

THENCE with the most westerly line of the herein described tract, North 01° degree 15 minutes 46 seconds West (N 01°15'46" W) for a distance of 50.00 feet (50.00') to a 3/4" inch (3/4") iron rod set for corner;

THENCE North 88 degrees 44 minutes 14 seconds East (N 88°44'14" E) for a distance of 161.00 feet (161.00') to a 3/4 inch (3/4") iron rod set for corner;

THENCE with the most easterly west line of the herein described tract, North 01 degree 15 minutes 46 seconds West (N 01°15'46" W) for a distance of 140.00 feet (140.00') to a 3/4 inch (3/4") iron rod set marking the northwest corner of the herein described tract said corner being located in the north line of said B.A.G. Enterprises, Inc. 29.57 acre tract;

THENCE with the north line of said 29.57 acre tract and the north line of the herein described tract, North 88 degrees 44 minutes 14 seconds East (N 88°44'14" E) for a distance of 167.00 feet (167.00') to the PLACE OF BEGINNING.

CONTAINING in area 3.679 acres of land, more or less.

NOW, THEREFORE, B.A.G. Enterprises, Inc., a Texas corporation (the "Declarant"), hereby makes this Section Two Supplemental Declaration under and in accordance with the provisions of the Declaration:

1.

The Declarant, being the owner of the above described 3.679 acre tract, which is out of and a part of the 8.501 acre "Future Development Tract" described in the Declaration and reflected upon the Section One Plat, has caused said 3.679 acre tract to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and to be known as Windsor Gardens, Section Two, an Addition to the City of Beaumont, Jefferson County, Texas ("Windsor Gardens, Section Two"), in accordance with the Final Plat of said Windsor Gardens, Section Two, prepared by Carroll & Blackman, Inc. and filed for record in the office of the County Clerk of Jefferson County, Texas, contemporaneously with this Section Two Supplemental Declaration; and, acting under and pursuant to the provisions of the Declaration, the Declarant hereby brings said 3.679 acre tract of land within the scheme of the Declaration and within the jurisdiction of the Association, and said Windsor Gardens, Section Two, shall henceforth constitute a part of the "Addition", as defined in the Declaration.

2.

The Declarant hereby and herewith adopts the Final Plat of Windsor Gardens, Section Two (the "Section Two Plat") and does hereby dedicate the easements for utility purposes shown and reflected upon the Section Two Plat (including, without limitation, the 35' by 70' utility easement lying immediately west of and adjacent to the west line of Windsor Gardens, Section Two, as more fully shown and reflected upon the Section Two Plat) and does hereby impose upon the Lots in Windsor Gardens, Section Two, the basic restrictions and blanket easements set forth upon the Section Two Plat. The five foot (5') access easements shown and reflected on the Section Two Plat (and on the Section One Plat) as "5' ACCESS EASEMENT" are not dedicated to the public, but are expressly reserved to Declarant and the Association for the purpose of affording to Declarant and the Association, and their respective representatives, agents, employees and contractors, the right to

enter into and upon such access easements for the purpose of providing lawn maintenance thereof, as required of the Association in, ARTICLE IV, Section 3(e) of the Declaration.

3.

As herein and hereby amended or supplemented, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration, together with all of the blanket easements reserved, granted or created by the Declaration, are hereby extended and made expressly applicable to the 3.679 acre tract herein and hereby subdivided, platted and declared as Windsor Gardens, Section Two, and all of such property shall be held, sold and conveyed subject to the easements, provisions, covenants, conditions, restrictions and reservations set forth in the Declaration, as amended or supplemented hereby, and to the easements and basic restrictions set forth and reflected upon the Section Two Plat. All of the aforementioned easements, provisions, covenants, conditions, restrictions and reservations, as amended or supplemented hereby, shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in said 3.679 acre tract, or any part thereof, and upon such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns.

4.

Section 8 of ARTICLE VIII of the Declaration, entitled Limitation of Driveway Openings, is hereby supplemented by adding the following sentences thereto:

"Driveways serving Lots 10 through and including 14, in Block 2 of the Addition shall enter the Lots solely from the sixteen foot (16') private drive located at the rear (east line) of such Lots. Driveways serving Lots 15 through and including 19, in Block 2 of the Addition shall enter the Lots solely from the sixteen foot (16') private drive located at the rear (west line) of such Lots."

5.

Section 23 of ARTICLE VIII of the Declaration, entitled Minimum Square-footages, is hereby supplemented by the addition thereto of the following Subsections (c) and (d):

"(c) For Lots 10 through and including 19, in Block 2, a dwelling shall have a minimum living area of two thousand (2,000) square feet, and the first or ground floor of a one and one-half story, two-story, or two and one-half story dwelling shall have a minimum living area of one thousand (1,000) square feet.

"(d) For Lots 5 and 6, in Block 1, a dwelling shall have a minimum living area of two thousand four hundred (2,400) square feet, and the first or ground floor of a one and one-half story, two-story, or two and one-half story dwelling shall have a minimum living area of one thousand two hundred (1,200) square feet."

6.

As to the Lots in Windsor Gardens, Section Two only, Section 24 of ARTICLE VIII of the Declaration, entitled Fences, Walls, Etc., is hereby amended to read as follows:

"Section 24. Fences, Walls, Etc. No fence, wall, hedge, structure or other improvements (including, without limitation, a swimming pool, tennis court or

other recreational facility) shall be constructed, erected, placed, altered or permitted on any Lot except as approved by the Committee in accordance with the earlier provisions of this Declaration. Except as provided below in this Section, no privacy fence or like screening device shall be located on any Lot nearer to the front Lot line than the front of the dwelling, nor, if on a corner Lot, shall any privacy fence or like screening device be located nearer to the street-side Lot line than the building set back line shown on the plat or plats of the Addition. No rear-yard fence may be located nearer than five feet (5') to a rear private drive. No hedge, tree or other planting shall be permitted on any corner Lot which obstructs lines of sight at elevations of between two feet (2') and six feet (6') above the adjacent private streets within the triangular area formed by the street-side property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street-side property lines. Notwithstanding anything to the contrary in this Section, the Committee, at its sole discretion and on a Lot-by-Lot basis, may permit: (a) a privacy fence or like screening device on a corner Lot to be located nearer to the street-side Lot line than the building set back line; or (b) a privacy fence or like screening device on a corner or interior Lot to extend beyond the front of the dwelling; provided that the location of such privacy fence or like screening device beyond the building set back line on a corner Lot or beyond the front of the dwelling on a corner or interior Lot: (1) will not violate any applicable ordinance, law, rule or regulation of the City of Beaumont or any other governmental authority having jurisdiction over the Addition and the construction of improvements therein, (2) will not, in the sole opinion of the Committee, obstruct lines of sight at the intersection of the private streets and/or private drive abutting the corner Lot, and (3) will not, in the sole opinion of the Committee, have a materially adverse impact or effect on other existing or planned developments in the Addition."

7.

The supplemental restrictions or limitations set forth in Pars. 4 and 5 of this Section Two Supplemental Declaration and the amended restrictions set forth in Par. 6 of this Section Two Supplemental Declaration are and shall be applicable solely and only to the Lots in Windsor Gardens, Section Two, and shall not in anywise be deemed or construed to supplement, amend or modify the provisions, covenants, conditions, restrictions and reservations of the Declaration as to any other Lots in the Addition. Further, as supplemented, amended or modified by this Section Two Supplemental Declaration, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration are hereby and herewith expressly extended and made applicable to the Lots in Windsor Gardens, Section Two.

8.

First Bank and Trust ("Lienholder"), being the holder of a lien on substantially all of the 3.679 acre tract being subdivided and platted into Windsor Gardens, Section Two, joins with Declarant in the execution of this Section Two Supplemental Declaration for the purposes of: (a) consenting to and adopting the Section Two Plat; (b) consenting to the grant or dedication by Declarant of all utility easements shown and reflected on the Section Two Plat, together with all other easements granted or reserved by Declarant in this Section Two Supplemental Declaration or in the Declaration (insofar as same are on, across or affect Windsor Gardens, Section Two); (c) subordinating its lien to all of the aforementioned easements and easement rights; and (d) subordinating its lien to

the restrictions, covenants and conditions imposed by Declarant on Windsor Gardens, Section Two by this Section Two Supplemental Declaration or by the Declaration (insofar as same relate to or affect Windsor Gardens, Section Two). However, Lienholder joins herein solely as a lienholder and only for the purposes set forth above in this Section Two Supplemental Declaration, and it does not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, nor does it make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation of Declarant, or Declarant's successors or assigns.

IN WITNESS WHEREOF, Declarant and Lienholder have caused this Section Two Supplemental Declaration to be executed on this 1st day of December, 1997.

DECLARANT:

B.A.G. Enterprises, Inc

By:

Rolland J. Anderson  
Name: Rolland J. Anderson  
Title: President

LIENHOLDER:

First Bank and Trust

By:

Steven M. Grantham  
Name: Steven M. Grantham  
Title: EXECUTIVE VICE-PRESIDENT

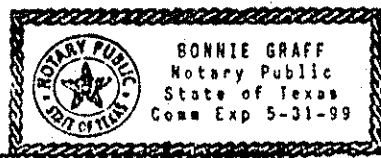
THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

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This instrument was acknowledged before me on December 1, 1997, by Rolland J. Anderson, President of B.A.G. Enterprises, Inc., a Texas corporation, on behalf of said Corporation.



Bonnie Graff  
Notary Public, State of Texas

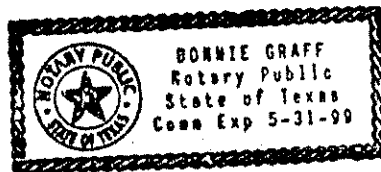
THE STATE OF TEXAS

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COUNTY OF JEFFERSON

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This instrument was acknowledged before me on December 1, 1997, by Steven M. Grantham, Executive Vice President of First Bank and Trust, a Texas banking corporation, on behalf of said Bank.



Bonnie Graff  
Notary Public, State of Texas

At time of recording this instrument was found to be inadequate for good photographic reproduction due to: (illegibility, carbon or photo copy, discolored paper, deterioration, etc.)

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

On Dec 09 1997  
At 2:10pm

AFTER RECORDING RETURN TO:

Mr. Don DeCordova  
490 Park Street, Suite 210  
Beaumont, Texas 77701

Receipt #: 140729  
Recording: 13.00  
Doc/Reg: 6.00  
Doc/Num: 97- 9738807  
Doc/Type: REC

Deputy - Default Cashier ID.