

EXECUTED this 12 day of May, A. D. 19 81.

FIRST MORTGAGE ATRIUM BUILDING, LTD.

By: Vince J. Salvagio, General Partner

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared VINCE J. SALVAGIO, General Partner of FIRST MORTGAGE ATRIUM BUILDING, LTD.,

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 on this the

12 day of May

A. D. 19 81.

Gwyn R. Carrere  
Notary Public in and for

County, Texas.

My commission expires

Aug

19 81.

Gwyn R. Carrere  
(Printed or stamped name of notary)

FILED FOR RECORD

R. L. Lane  
COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

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JUN 25 1 50 PM '81

DECLARATION OF 1084710

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WILLIAMSBURG PARK SECTION ONE

SECTION ONE

THIS DECLARATION, made on the date hereinafter set forth by WILLIAMSBURG PARK, a Joint Venture, acting herein by and through its Managing Venturers duly authorized, hereinafter referred to as "Declarant," joined herein to the extent hereinafter stated by ALLIED MERCHANTS BANK, Port Arthur, Texas, hereinafter referred to as the "Bank."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Nederland, Jefferson County, State of Texas, which is more particularly described as:

That certain tract of land described as containing 2.933 acres of land out of Lot Three (3) of Block Fourteen (14), Range "H", within the Lands of the Port Arthur Land Company Subdivision, Jefferson County, Texas; said 2.933 acre tract being more fully described as follows:

COMMENCING at an iron rod found at the intersection of the present northwesterly line of State F.M. Highway No. 365, a 120 foot right-of-way and the common line of Lots Two (2) and Three (3), Block Fourteen (14), Range "H", within the lands of the Port Arthur Land Company Subdivision, Jefferson County, Texas;

THENCE South  $40^{\circ} - 27' - 58''$  West along the said northwesterly right-of-way line of State F.M. Highway No. 365, a distance of 399.99 feet to an iron rod set for the POINT OF BEGINNING, said point also being the most southeasterly corner of the 2.933 acre tract of land herein described;

THENCE continuing South  $40^{\circ} - 27' - 58''$  West along the said northwesterly right-of-way line of State F.M. Highway No. 365 a distance of 60.01 feet to an iron rod set for the most southerly corner of the tract herein described;

THENCE North  $48^{\circ} - 47' - 00''$  West parallel with the northeasterly line of Lot 3, Block 14, Range "H" a distance of 404.93 feet to an iron rod set for corner;

THENCE North  $40^{\circ} - 27' - 58''$  East parallel with the said northwesterly line of State F.M. Highway No. 365, a distance of 30.00 feet to an iron rod set for corner;

THENCE North  $48^{\circ} - 47' - 00''$  West parallel with the said northeasterly line of Lot 3, Block 14, Range "H", a distance of 350.00 feet to an iron rod set for an angle point in southwest line of the tract herein described;

THENCE North  $51^{\circ} - 26' - 40''$  West a distance of 174.60 feet to an iron rod set for corner;

THENCE South  $41^{\circ} - 12' - 53''$  West a distance of 26.61 feet to an iron rod set for corner;

THENCE North  $48^{\circ} - 47' - 00''$  West parallel with the said northeasterly line of Lot 3, Block 14, Range "H", a distance of 25.00 feet to an iron rod set for corner;

THENCE South  $41^{\circ} - 13' - 00''$  West a distance of 18.00 feet to an iron rod set for corner;

THENCE North  $48^{\circ} - 47' - 00''$  West parallel with the said northeasterly line of Lot 3, Block 14, Range "H" a distance of 140.68 feet to an iron rod set for the most westerly corner of the tract herein described;

THENCE North  $41^{\circ} - 12' - 53''$  East parallel with the northwesterly line of Lot 3, Block 14, Range "H", a distance of 483.00 feet to an iron rod set for the most northerly corner of herein described tract;

THENCE South  $48^{\circ} - 47' - 00''$  East along the northeasterly line of Lot 3, Block 14, Range "H", a distance of 137.50 feet to an iron rod set for the most northeasterly corner of herein described tract;

THENCE South  $41^{\circ} - 12' - 53''$  West parallel with the said northeasterly line of Lot 3, Block 14, Range "H", a distance of 380.00 feet to an iron rod set for corner;

THENCE South  $51^{\circ} - 26' - 40''$  East a distance of 202.56 feet to an iron rod set for an angle point in the northeasterly line of herein described tract;

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THENCE South  $48^{\circ} - 47' - 00''$  East parallel with the northeasterly line of Lot 3, Block 14, Range "H" a distance of 452.22 feet, 103.00 feet past a set iron rod to an iron rod set for corner;

THENCE South  $40^{\circ} - 27' - 58''$  West parallel with the said northwesterly line of State F.M. Highway No. 365 a distance of 30.00 feet to an iron rod set for corner;

THENCE South  $48^{\circ} - 47' - 00''$  East parallel with the said northeasterly line of Lot 3, Block 14, Range "H" a distance of 301.93 feet to the POINT OF BEGINNING, and containing 2.933 acres of land.

NOW, THEREFORE, Declarant hereby states that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and 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 WILLIAMSBURG PARK TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., 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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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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 (1) Lots reflected upon the Plat of the Addition and the improvements thereon; (2) Water, sewer and other utility lines and appurtenances thereto lying, installed and maintained within the utility easements reflected and designated as such upon the Plat of the Addition; and (3) Public streets lying, constructed and maintained within the street easements reflected and designated as such upon the Plat of the Addition.

Section 5. "Lot" shall mean and refer to each of the individual tracts of land or combination or resubdivision of same, into which the Properties, excepting the Common Area, shall be divided for the location of townhouses thereon

for individual use and ownership. The Lots may be arranged in groups, each such group for convenience of description being designated as a "Block." Each Lot conveyed shall be designated by separate metes and bounds description and shall constitute a freehold estate subject to the terms, conditions and provisions thereof.

Section 6. "Declarant" shall mean and refer to WILLIAMSBURG PARK, a joint venture, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' 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 the following provisions:

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(a) The right of the Association to make, publish and enforce reasonable Rules and Regulations for the use of the Common Area and any facilities situated thereon;

(b) The right of the Association to suspend the voting rights and right to use of the facilities owned or operated by the Association by the Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

(c) The right of the Association to grant or dedicate any part of the Common Area to any public agency, authority, or utility for any service to the Properties or any part thereof;

(d) The right of the Association to limit the number of guests of Owners using any portion of the Common Area and any facilities located thereon;

(e) The right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder; and

(f) The right of the Association to contract for exclusive services such as Common Area maintenance and trash collection to each Lot.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one 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 vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On September 1, 1986.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each

Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be SIX HUNDRED AND NO/100 DOLLARS (\$600.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year, without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the year ending with the preceding month of July, or by 12% above the maximum assessment for the preceding year, whichever increase is greater.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased at a rate greater than the increase in the Consumer Price Index, as set forth in Paragraph (a) of this Section 3, or above 12% by a vote of two-thirds (2/3) of the votes cast, in person or by proxy, by the combined classes of members, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the date of the meeting, which notice shall set forth the purpose of the meeting.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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#### Section 4. Special Assessments for Capital

Improvements. In addition to the annual 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, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the combined classes of members who are voting in person or by proxy at a meeting duly called for this purpose.

#### Section 5. Notice and Quorum for Any Action Under

Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes of each class 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:  
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following

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the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments 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, and 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 the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen per cent (15%) per annum. The Association may bring an action at 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. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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Section 10. Exempt Property. All properties

dedicated to and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Insurance.

(a) The Board of Directors of the Association shall obtain and continue in effect blanket property insurance to insure the building and structures in the Common Areas and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance may include coverage against vandalism.

(b) The Board of Directors of the Association shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner, from and against liability in connection with the Common Areas in an amount not less than \$1,000,000 per occurrence for personal injury and property damage.

(c) Each Owner shall be responsible at his own expense and cost for obtaining his own personal insurance of the contents of his own residence, garage, carport or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the Properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common expense.

(d) Except as otherwise provided in sub-section (e) below, the Board of Directors of the Association, or its duly authorized agent, shall obtain insurance for such Owner's townhouse against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard. All such insurance coverage shall be written in the name of the

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Association as Trustee for the townhouse owner. Premiums for insurance obtained by the Board of Directors on individual townhouses shall not be part of the common expense but shall be an expense of the specific townhouse or townhouses covered and a debt owed by the Owner and shall be collectible by any lawful procedure permitted by the laws of the State of Texas. In addition, if said debt is not paid within thirty (30) days after notice of such debt, such amount shall automatically become a lien upon such Owner's building plot and townhouse and shall continue to be lien until fully paid. In order to assure prompt payment of such insurance, the Board of Directors may adopt rules and regulations for the payment of the insurance premiums in advance in monthly installments. This lien shall be subordinate to the lien of any purchase money and/or improvement mortgages and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors, shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of the officers authorized by the By-Laws of the Association. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of

Directors shall levy a special assessment against all owners of the damaged townhouses in such proportions as the Board of Directors deems fair and equitable in the light of the damage sustained by such townhouses to make up any deficiency, except that the special assessment shall

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be levied against all townhouse owners, as established by Article IV, Section 1 above, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a townhouse unit. In the event that such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners of the damaged townhouses in such proportions as the Board of Directors deems fair and equitable in the light of the damage sustained by such townhouses.

(e) Nothing contained in sub-section (d) above shall preclude an Owner from obtaining his own personal insurance on his own townhouse, provided that such Owner is able to supply proof of adequate coverage to the Board of Directors' complete satisfaction. In the event of damage or destruction by fire or other casualty to any townhouse or other property covered by insurance written in the name of an individual owner, said Owner, shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of such townhouse or other property in a good workmanlike manner in conformance with the original plans and specifications of said townhouse. If for any reason whatsoever, such owner should refuse or fail to so repair and rebuild any and all the damage to such townhouse or other property within thirty (30) days regardless of whether or not the insurance proceeds are sufficient to pay all costs of repair and restoration, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such townhouse or other property in a good and workmanlike manner in conformance with their original plans and specifications. The Owner shall then promptly repay the Association the amount actually expended for such repairs plus interest therein at the rate of 15% per annum, and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums and subject to foreclosure as above provided.

(f) Should any mortgagee fail to concur in the application of the insurance proceeds to the cost of repair and restoration, such proceeds shall first be applied to the sums secured by the first mortgage, with the excess, if any, applied to the cost of repair and restoration of such townhouse and other property.

(g) All costs, charges and premiums for all insurance that the Board of Directors authorized as provided herein, except on the individual townhouses, shall be a common expense of all Owners and be a part of the maintenance assessment.

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## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made nor shall any major landscaping be undertaken until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with.

## ARTICLE VI

### MAINTENANCE AND REPAIRS

Section 1. Definition. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Building plot which is subject to assessment hereunder as follows: Paint, repair, replace (but not in the event of fire, or other casualty loss normally covered by insurance on the premises) and care for roofs, gutters and downspouts (if any), exterior building surfaces, fences, trees, shrubs, grass, walks, water distribution system owned by the Association, and other exterior improvements. Such exterior maintenance shall not include: Glass surfaces, enclosed patio areas (if any), windows and doors and their fixtures of hardware, landscaping installed by Owner (if

any), exterior light fixtures operated from a residence, and air conditioning equipment, circuit breakers and switch panels, sewer, gas and electric power service lines.

Section 2. 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 circuit breakers, any portion of natural gas, and/or telephone service lines located on the Building Plot but not maintained by the gas and/or telephone companies; provided, however, that any lines, pipes, wires, conduits or systems running through a residence which serve one or more other residences and which are not maintained by the Association, and shall not be disturbed or relocated by an Owner without the written consent and approval of Declarant or the Association.

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 Owner.

Section 3. Neglect of Owner. In the event that the need for maintenance or repair is caused through the wilful or negligent act of the Owner, his family, or guests, invitees, employees or agents, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Building Plot is subject.

Section 4. Authority of Association. In the event an Owner is responsible for certain exterior maintenance as set forth in the Rules and Regulations of the Association and such Owner shall fail to maintain the premises and the

improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Building Plot and to repair, maintain and restore the Building Plot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Building Plot is subject.

#### ARTICLE VII

##### USE RESTRICTIONS AND EASEMENTS

Section 1. No Lot within the Subdivision shall be used except for residential purposes; provided, however, that until the Declarant, its successors or assigns shall have sold all of the lots in the subdivision, a field office may be located and maintained on one lot by Declarant, its successors, assigns or agents, the location of which field office may be changed from time to time as the lots are sold, and a builder constructing a residence or residences in the Subdivision may place a field office on a lot or lots during said construction, provided that the approval of the Declarant is first had and obtained. The term "residential purposes" as used herein excludes hospitals, clinics, apartment houses, boarding houses, hotels and all commercial and professional uses; all such uses of property in the Subdivision are hereby prohibited. No building or structure within a Townhouse Project shall have a height greater than two and one-half (2-1/2) stories or thirty-five (35) feet. However, no such building structure adjacent to a plat boundary that is coincident with the side lot line of a lot upon which a single-family detached dwelling unit exists shall have a height greater than the adjoining single-family detached dwelling unit.

Section 2. It is hereby specifically provided that dwellings constructed on lots in the Subdivision may be "zero lot line" houses and may be built as close to the property line as possible and party walls, as hereinafter provided, may be built upon the property line between adjoining lots, and an easement is hereby granted each lot owner to go onto adjoining Lots as often as is reasonably necessary for purposes of maintenance, reconstruction, and repair of the exterior walls and roof of his dwelling. It is further provided that each lot or parcel in the Subdivision shall be subject to an easement for minor (one foot or less) encroachments created by construction, setting, overhangs, brick ledges, fences or other protrusions constructed by the Declarant or lot owner as long as it stands, and shall and does exist. In the event any dwelling in the subdivision is partially or totally destroyed, and then rebuilt, the owners affected agree that minor encroachments onto adjacent property due to construction, reconstruction or repair shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 3. It is hereby specifically provided that dwellings constructed on lots in the Subdivision may be "attached dwellings" which share a common wall with the dwelling on the adjacent property and such wall shall be a "party wall," its use shall be governed by Article VIII below.

Section 4. No residential structures shall be erected or placed on any building lot or plot in the subdivision having an area of less than one thousand (1,000) square feet.

Section 5. No noxious or offensive trade or activity shall be carried on upon any lot, nor anything be



done thereon which may be or become an annoyance or nuisance to the neighborhood. No machinery, appliances, mechanical equipment, of any kind shall be placed, operated or maintained on the driveway of any lot or within view of any street. The aforesaid prohibition shall in no way limit the general applicability of any other provisions of this paragraph or any other provisions of these restrictive covenants.

Section 6. No trailer (whether permanently immobilized or connected to utilities or not), basement, tent, shack, garage, barn or other outbuilding located or erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 7. The owner of each lot on which permanent improvements are being constructed shall, prior to the time that such improvements are occupied (either temporarily or permanently), connect such improvements to the public water and sewage facilities, at the owner's expense.

Section 8. No boats or trailers shall be parked or stored on any part of the Common Area, either permanently or temporarily, except those areas specifically designated.

Section 9. No lot in the Subdivision, or any part thereof, shall be used for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations relating to or affecting the use, occupancy or possession of any of the said sites. All building lots and plots are subject to the rules and regulations pertaining to and available from all governmental bodies having jurisdiction over the development of building lots and plots, construction of buildings and operation of all public facilities within the subdivision.

Section 10. No sign of any kind shall be displayed to the public view except, (a) One sign of not more than five (5) square feet, advertising any lot or plot for sale or rent, (b) Signs used by a builder or the Declarant to advertise the property during the construction and sales period without regard to size, and (c) A sign or signs erected at the entrance(s) of the Subdivision as permanent identification thereof.

Section 11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot in the Subdivision.

Section 12. No lot shall be used or maintained as a dumping ground for rubbish. No trash, garbage or other waste shall be kept except in sanitary containers and shall be collected at street area. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each owner of a lot shall be responsible for the maintenance of his property and any improvements thereon. Lots shall be kept free of refuse and property mowed in order to preserve the appearance of the subdivision. The Board of Directors, at its sole discretion, may determine whether or not any lot or the building thereon is being maintained in accordance with these restrictions. If it is determined that property maintenance is not being accomplished, the Board of Directors shall have the right to cause such reasonable maintenance as it determines necessary to be done, and may assess the owner

of said property for the cost. Said assessment shall be enforceable as if it were an annual maintenance fund assessment as herein provided.

Section 13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept, provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept. No resident of any lot shall permit any dog, cat or other domestic pet under his ownership or control to leave such resident's lot unless leashed and accompanied by a member of such resident's household.

Section 14. All private swimming pools shall be completely enclosed by a solid fence not less than six feet (6') high.

Section 15. Any violation of any of the covenants, agreements, reservations, easements, and restrictions contained herein shall not impair or affect the rights of any mortgagee, trustee, or guarantor under any mortgage or Deed of Trust or the assigns of any mortgagee, trustee, or guarantor, under any such mortgage or Deed of Trust outstanding against the said property at the time that the covenants, agreements, reservations, restrictions, or covenants may be violated.

Section 16. Underground single phase electric service shall be available to all residential buildings in the subdivision, and the metering equipment shall be located on the exterior surfaces of walls at points to be designated by the utility company. The utility company furnishing the service shall have a two foot (2') wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the structure for service and maintenance

of its conductors and metering equipment. For so long as such underground service is maintained, the electric service to each dwelling shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating currents. Easements for the underground service may be crossed by driveways, walkways and patio areas, provided the Declarant or Builder makes prior arrangements with the utility company furnishing such service. Such easements for the underground service shall be kept clear of all buildings and neither Declarant nor utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the owner located on the land covered by said easements.

Section 17. Use of Common Area. Except in enclosed areas on a Lot, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Properties except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated architectural committee. Except for the right of ingress and egress and the right and easement of enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of the Properties outside the interior property lines of each Lot, except as may be allowed by the Associations's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of the Properties, and any additions thereto, and is necessary for the protection of said Owners. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and the exterior and roofs of the

residences, including but not limited to, parking areas and walks, shall be taken up by the Board of Directors or by its duly delegated representatives.

Section 18. Maximum Height of Antennae. No electronic antenna or device of any type other than an antenna consisting of an array of metal rods or tubes for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, houses or buildings. Television antennae may be attached to the house provided, however, such antenna must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot. In no event shall any antennae be used for transmitting electronic signals of any kind.

#### ARTICLE VIII

##### 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 which the Properties 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 wilful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. If a party wall is destroyed 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 others under any rule of law regarding liability for negligent or wilful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or wilful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution 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 arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a 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 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 per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the combined classes of members.

Section 5. Rights of Mortgagees, Trustees or Lienholders. No violations of any of these restrictions, covenants or conditions, shall affect or impair the rights of any Mortgagee, Trustee, or Lienholder under any mortgage or deed of trust, or the rights of any assignee of any Mortgagee, Trustee or Lienholder under any such mortgage or deed of trust.

Section 6. FHLMC and FNMA Requirements. Declarant hereby reserves the right, without the necessity of joining any Owner or Mortgagee, to further amend the Covenants, Conditions and Restrictions affecting WILLIAMSBURG PARK SECTION ONE to meet any requirement of the Federal Housing Administration, Veterans Administration, Federal Home Loan Mortgage Corporation, or Federal National Mortgage Association, so long as Declarant is owner of any Class B membership as set forth in Article III, Section 2, of the Covenants, Conditions and Restrictions, and each Owner, by accepting conveyance of any Lot subject to such Covenants, Conditions and Restrictions does hereby grant to Declarant a specific irrevocable power of attorney, which power is coupled with

an interest, to execute and file for record any such amendments to the Covenants, Conditions and Restrictions as may hereafter be necessary to meet the requirements of the said Federal Housing Administration, Veterans Administration, Federal Home Loan Mortgage Corporation, or Federal National Mortgage Association.

X.

MORTGAGEES

Section 1. Notice to Association. An Owner who mortgages his Townhouse shall notify the Association giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled Mortgagees of Townhouses.

Section 2. Notice of Default. The Association shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within thirty (30) days.

Section 3. Taxes and Other Charges on Common Area. The Association shall immediately reimburse first mortgagees who may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area; or who may pay overdue premiums on hazard insurance policies; or who may secure new hazard insurance coverage on the lapse of a policy.

Section 4. Examination of Books. The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

Section 5. Reserve Fund. The Association shall establish an adequate reserve fund for replacement of the Common Area property and fund the same by regular monthly payments rather than by special assessments.



Section 6. Annual Audits. The Association shall furnish each first mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

Section 7. Notice of Meetings. The Association shall furnish each first mortgagee upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

Section 8. Notice of Amendments to Declaration, etc. The Association shall furnish each first mortgagee prior written notice for the following: (1) Abandonment or termination of WILLIAMSBURG PARK SECTION ONE as a planned unit development; (2) Any material amendment to the Declaration, By-Laws or Articles of Incorporation of the Association; and (3) The termination of any professional management contract for the planned unit development.

Section 9. Leases. The Association shall require that all leases of any townhouse units must: (1) Be in writing, and (2) Provide that such leases are specifically subject in all respects to the provisions of the Declaration, Articles of Incorporation, and By-Laws of the Association, and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases. Other than the foregoing, there shall be no restriction on the right of any townhouse owner to lease his unit.

Section 10. Notice of Damage or Destruction. The Association shall furnish the first mortgagees timely written

notice of any substantial damage or destruction of townhouse units and of any part of the Common Area and facilities.

Section 11. Notice of Condemnation or Eminent Domain.

The Association shall furnish the first mortgagees timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of a townhouse unit or of the Common Areas and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings.

Section 12. Consent of Mortgagees Required.

(1) Unless all of the first mortgagees of residential lots in WILLIAMSBURG PARK SECTION ONE have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, alienate, release, encumber, hypothecate, sell or transfer, real estate or improvements thereon which are owned, directly or indirectly, by such Association, for the benefit of the owners of residential lots in the subdivision; the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the subdivision shall not be deemed a transfer within the meaning of this clause;

(b) Change the ratio of assessment or the method of determining the obligations, assessments, dues or other charges which may be levied against a residential lot owner.

(2) Unless at least one hundred per cent (100%) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Declarant) of residential lots in WILLIAMSBURG PARK SECTION ONE have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance

of units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the subdivision;

(b) Fail to maintain fire and extended coverage or insurable Common Area property on a current replacement cost basis in an amount not less than one hundred per cent (100%) of the insurable value (based on current replacement cost);

(c) Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such improvements.

Section 13. Management Agreements. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days' written notice, and the terms of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods.

Section 14. Delegations of Owner's Use of Common Area. Regarding an Owner's delegation of his rights of enjoyment of the Common Areas and facilities as provided for in Article II, Section 2, of the said Declaration of Covenants, Conditions and Restrictions, no such delegation shall work a severance of the rights of enjoyment of the Common Areas and facilities from the ownership of a Building Plot, and any such delegation by any owner shall automatically terminate upon conveyance of legal title to such Building Plot by said owner.

Section 15. Exemption From Right of First Refusal. When any first mortgagee comes into possession of a Townhouse pursuant to the remedies provided in the mortgage, such as foreclosure of the mortgage or deed of trust, or deed in lieu of foreclosure, such mortgagee shall be exempt from any "right of first refusal" or other restriction on the sale or

rental of the mortgaged Townhouse which the Association might have, including, but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of Townhouses.

Section 16. Joinder by Lienholder. At the request of and as an accommodation to Declarant, ALLIED MERCHANTS BANK (the "Bank"), of Port Arthur, Texas, being the owner and holder of a certain lien or certain liens upon the real property herein described, 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 make any 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.

EXECUTED this 18 day of June,  
1981.

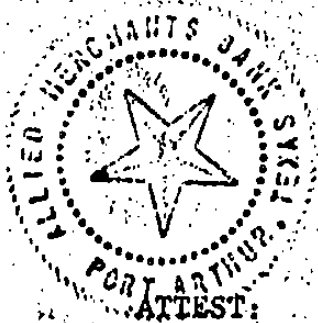
WILLIAMSBURG PARK, a Joint Venture  
By its Managing Venturers:

R. William Carabelle, M.D.

Vince J. Salvagio

Joseph A. DeLeon, M.D.

Joseph V. Salvagio



ATTEST:

Connie Davis

CONNIE DAVIS ASST. V.P.

ALLIED MERCHANTS BANK  
Port Arthur, Texas

By

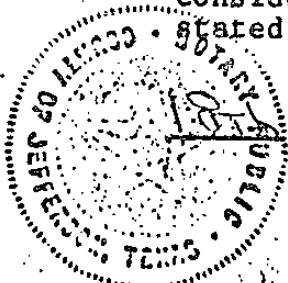
E.O. Eaton

V.P.

THE STATE OF TEXAS )  
COUNTY OF JEFFERSON )

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared R. WILLIAM CARABELLE, M.D., VINCE J. SALVAGIO, JOSEPH A. DELEON, M.D., and JOSEPH V. SALVAGIO, Managing Venturers of WILLIAMSBURG PARK, a Joint Venture, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 day of JUNE, A.D. 1981.



Cymenthia Boyd  
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS )  
COUNTY OF JEFFERSON )

BEFORE ME, the undersigned authority, on this day personally appeared E.O. Eaton Vice President of ALLIED MERCHANTS BANK, Port Arthur, Texas, a 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 the 18th day of JUNE, A.D. 1981.

B. Joyce Carter  
NOTARY PUBLIC, STATE OF TEXAS

B. JOYCE CARTER

29 -

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

FILED FOR RECORD  
*R. L. Barnes*  
 COUNTY CLERK  
 JEFFERSON COUNTY, TEXAS

1084710

JUN 25 1 50 PM '81

DEDICATION OF  
 WILLIAMSBURG PARK SECTION ONE  
 NEDERLAND, TEXAS

1084711

THE STATE OF TEXAS                    )  
   )  
 COUNTY OF JEFFERSON                 )    KNOW ALL MEN BY THESE PRESENTS:

That WILLIAMSBURG PARK, a Joint Venture, of Jefferson  
 County, Texas, being the record owner of the following  
 described property, to-wit:

That certain tract of land described as containing  
 2.933 acres of land out of Lot Three (3) of Block  
 Fourteen (14), Range "H", within the Lands of the  
 Port Arthur Land Company Subdivision, Jefferson  
 County, Texas; said 2.933 acre tract being more  
 fully described as follows:

COMMENCING at an iron rod found at the intersection  
 of the present northwesterly line of State F.M.  
 Highway No. 365, a 120 foot right-of-way and the  
 common line of Lots Two (2) and Three (3), Block  
 Fourteen (14), Range "H", within the lands of the  
 Port Arthur Land Company Subdivision, Jefferson  
 County, Texas;

THENCE South 40° - 27' - 58" West along the said  
 northwesterly right-of-way line of State F.M.  
 Highway No. 365, a distance of 399.99 feet to an  
 iron rod set for the POINT OF BEGINNING, said  
 point also being the most southeasterly corner of  
 the 2.933 acre tract of land herein described;

THENCE continuing South 40° - 27' - 58" West along  
 the said northwesterly right-of-way line of State  
 F.M. Highway No. 365 a distance of 60.01 feet to  
 an iron rod set for the most southerly corner of  
 the tract herein described;

THENCE North 48° - 47' - 00" West parallel with  
 the northeasterly line of Lot 3, Block 14, Range  
 "H" a distance of 404.93 feet to an iron rod set  
 for corner;

THENCE North 40° - 27' - 58" East parallel with  
 the said northwesterly line of State F.M. Highway  
 No. 365, a distance of 30.00 feet to an iron rod  
 set for corner;

THENCE North 48° - 47' - 00" West parallel with  
 the said northeasterly line of Lot 3, Block 14,  
 Range "H", a distance of 350.00 feet to an iron  
 rod set for an angle point in southwest line of  
 the tract herein described;

THENCE North 51° - 26' - 40" West a distance of  
 174.60 feet to an iron rod set for corner;