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CORRECTED DECLARATION  
CORRECTED TO INCLUDE "EXHIBIT A"  
EFFECTIVE DATE FEBRUARY 04, 2010

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
REGENT II HOMEOWNERS ASSOCIATION, INC.**

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Exhibit A - Description of Property

Exhibit B - Plat

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
REGENT II HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS           §  
                                      §  
COUNTY OF JEFFERSON   §

**This Declaration of Covenants, Conditions and Restrictions for Regent II Homeowners Association, Inc.,** A Texas non-profit corporation (this "**Declaration**"), is executed on the date hereinafter set forth by HOUSING AUTHORITY OF THE CITY OF BEAUMONT, TEXAS ("**Declarant**").

**RECITALS**

A       Declarant is the owner of certain real property in the City of Beaumont, Jefferson County, Texas, described in Exhibit A attached hereto and made a part hereof (the "**Property**").

B       Declarant desires to create a planned residential community known as Regent II on the Property and such other land as may be added thereto pursuant to the terms and provisions of this Declaration

C       Declarant desires to provide for the organization of the Association (hereinafter defined) which will be responsible for, among other matters, the administration and enforcement of this Declaration and maintenance of the Common Maintenance Areas (hereinafter defined)

D       To accomplish these objectives, Declarant desires to subject the Property to the covenants, conditions, restrictions, reservations, easements, servitudes, liens, charges and other terms provided in this Declaration.

**AGREEMENT**

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property and declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, servitudes, liens, charges and other terms provided in this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and all of which shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest therein or any part thereof.

**ARTICLE I**

**DEFINITIONS**

**Section 1.1 Definitions**

"**ACC**" shall mean the Architectural Control Committee organized pursuant to Article V of this Declaration.

**"Association"** shall mean and refer to the Regent II Homeowners Association, Inc., a Texas not-for-profit corporation established for the purposes set forth in this Declaration, and its successors and assigns

**"Board"** shall mean the Board of Directors of the Association

**"City"** shall mean the City of Beaumont, Jefferson County, Texas.

**"Common Areas"** shall mean any areas of land, if any, designated as common area, open space or any other similar designation on the Plat together with any and all improvements situated thereon and all such other land and improvements as the Association may, at any time and from time to time, acquire by purchase, dedication or otherwise, subject however to the easements, limitations, restrictions, dedications and reservations applicable thereto pursuant to this Declaration, any Plat or prior grants or dedications by Declarant or the City

**"Common Maintenance Areas"** shall mean the Common Areas and such entrance features and monuments, drainage facilities, detention ponds, median and right-of-way landscaping and other areas, improvements or facilities lying within private easement areas or dedicated public easements or rights-of-way as the Board from time to time shall elect to maintain for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Members

**"Conversion Date"** shall have the meaning given to such term in Section 3 3(b) of this Declaration

**"County"** shall mean Jefferson County, Texas.

**"Declarant"** shall mean and refer to Housing Authority of the City of Beaumont, Texas, and its successors and assigns to whom the rights and powers reserved herein to Declarant are expressly conveyed or assigned in writing and who consent in writing to assume such rights and powers

**"Lot"** shall mean and refer to any plot of land indicated on any Plat creating single family homesites together with all improvements thereon

**"Maintenance Fund"** shall have the meaning given to such term in Section 3 7(a) of this Declaration

**"Member"** shall mean and refer to every person or entity who holds membership in the Association.

**"Owner"** shall mean and refer to the record owner, including sellers pursuant to executory contracts for conveyance and whether one or more persons or entities, of fee simple title to any Lot, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

**"Plat"** shall mean the final Plat of Regent II in substantially the same form as set forth in Exhibit B, attached hereto and made a part hereof, and recorded or to be recorded in the Real Property Records of Jefferson County, Texas, as may be amended from time to time.

"Working Capital Fund" shall have the meaning given to such term in Section 3.9 of this Declaration

## **ARTICLE II**

### **RESERVATIONS, EASEMENTS AND DEDICATIONS**

**Section 2.1 Recorded Plats** All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each contract, deed or conveyance conveying any portion of the Property or any Lot included within such Plat, whether specifically referred to therein or not. No variance granted by the City from the minimum setback lines shown on the applicable Plat shall reduce the set back requirement of this Section unless such reduction is approved in writing by the ACC.

**Section 2.2 Easements** Easements and rights-of-way may be reserved on the Plat for the purposes of constructing, maintaining and repairing a system or systems of streets, alleys, electric light, electric power, gas, telegraph, telephone, water distribution, sewers, cable television, garbage collection or any other utility included within the Plat. Conveyance of any portion of the Property or any Lot included within such Plat, by contract, deed or otherwise, shall be subject to all such easements. Subject to obtaining any consent or approval required by the City, Declarant, for the benefit of itself or its successors and assigns, reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing such improvements. No structure, plant or material shall be placed or permitted in any easement area which may damage or interfere with installation or maintenance of any of the foregoing utilities, including, without limitation, any structure, plant or material which may hinder or change the direction or flow of drainage channels or slopes in any easement for storm water retention, a detention pond and/or a conservation area. The Owner of each Lot shall mow grass and weeds and keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees, flowers or any other improvements on the land covered by such easements.

**Section 2.3 Declarant's Easement of Correct Drainage** Declarant hereby reserves a blanket easement to remain in effect at all times prior to the Conversion Date on, over and under the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and prior to the Conversion Date, Declarant shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage for any portion of the Property. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

**Section 2.4 Easement for Unintentional Encroachment** Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structures upon the Common Areas caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

**Section 2.5 Temporary Completion Easement.** Each Lot shall be subject to an easement of ingress and egress for the benefit of Declarant, its employees, contractors, subcontractors, agents, successors and assigns, over and upon the front, side and rear yards of such Lot as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon adjacent Lots, provided that such easement shall terminate six (6) months after the date dwelling completed on such Lot is conveyed to the first Owner of the Lot.

**Section 2.6 Owners' Easement of Enjoyment** Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions

(a) The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Members of the Association;

(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of an 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; and

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to the conditions as may be agreed by the Association

The easements described in this Section 2.6 are easements appurtenant to and running with the land which shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, successors, personal representatives and assigns

### **ARTICLE III**

#### **REGENT II HOMEOWNERS ASSOCIATION**

##### **Section 3.1 Forming the Homeowners Association.**

(a) The establishment of the Association shall be accomplished by the filing of Certificate of Formation for the Association with the Secretary of State of Texas and the subsequent issuance by the Secretary of State of a Certificate of Formation for the Association.

(b) Declarant shall have no responsibility or liability for (i) the management or operation of the Association, (ii) any actions taken or omitted to be taken by or on behalf of the Association as a result of, in connection with, under or pursuant to this Declaration or the Property or (iii) except as otherwise provided in Section 3.10, any liabilities, obligations, debts, actions, causes of action, claims, debts, suits or damages incurred by or on behalf of or arising in connection with the Association, the Property or the duties and obligations of the Association pursuant to this Declaration.

**Section 3.2 Membership in the Association** Declarant and every other Owner of a Lot, including any successive buyer(s), shall become automatically and mandatorily a Member of the Association, provided, after the Conversion Date, Declarant shall be a

Member only if and to the extent that it is also an Owner. Membership shall be appurtenant to, and shall not be separated from, ownership of a Lot, but no person or entity shall be a Member merely by having an interest in a Lot as security for the performance of an obligation

**Section 3.3 Voting Rights.** The Association shall have two (2) classes of voting membership:

(a) Class A The Class A Members shall be all Owners (other than Declarant) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B The Class B Member shall be Declarant. The Class B Member shall be entitled to 63 votes. The Class B membership shall terminate and be converted to Class A membership (the "**Conversion Date**") when the total votes outstanding in the Class A membership equal or exceed 63. Declarant may at any time elect to terminate its Class B membership and its status as Declarant by written notice to the Board, whereupon such Class B membership shall be converted to a Class A membership with respect to any Lots then owned by Declarant.

All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Declaration or is otherwise in default hereunder or under the By-Laws or any other rules or regulations of the Association. Members are expressly prohibited from cumulating their votes in any election for Directors of the Association. Prior to all meetings of Members, the Board shall determine the total number of votes outstanding and the Members entitled to vote.

### **Section 3.4 Board of Directors**

(a) The Members of the Association shall elect the Board of Directors of the Association subject to the provisions of Section 3.4(b), and the affairs of the Corporation shall be governed and managed by the Board of Directors. The initial Board of Directors shall be as set forth in the Certificate of Formation and shall serve until the Conversion Date, and thereafter the Directors shall be elected at an annual meeting of the Members. The constituency of the Board of Directors may be increased to, but shall not exceed, nine (9), and may be decreased to, but shall not be below, three (3). The number of Directors shall be increased or decreased in accordance with this Section 3.4(a) only if the increase or decrease is properly brought before the Corporation at an annual meeting or special meeting called for such purpose and approved by a majority of the vote. No person shall be eligible to serve as a Director unless he or she is an Owner or the agent of an Owner who is not an individual or is an attorney, agent or employee of the Declarant. Except temporarily due to the resignation, removal, death, or incapacity of a Director, there shall be an odd number of Directors elected to serve on the Board of Directors at all times.

(b) The Board, for the benefit of the Members, shall have the general powers and duties, in addition to the specific powers and duties provided for in this Declaration, the Certificate of Formation and/or the By-Laws of the Association, or by law, to:

(i) Execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of the Association;



- (ii) Borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners,
  - (iii) Enter into contracts and maintain one or more bank accounts,
  - (iv) Retain the services of lawyers, accountants and any other persons or service providers reasonably necessary for the operation and management of the Association;
  - (v) Delegate certain of its duties and powers to one or more committees of the Board who shall be appointed by and serve at the pleasure of the Board;
  - (vi) Annually prepare separate operating and capital improvements budgets and to annually establish the amount of annual assessments and special assessments, if any, required to meet the operating and projected capital needs of the Association;
  - (vii) Make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time, provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Members of the Association constituting a majority of the outstanding votes of the Members;
  - (viii) Make available for inspection by Owners all books and records of the Association available for inspection by Owners at reasonable times and intervals,
  - (ix) Adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property, and if proceeds are insufficient to repair damaged or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency,
  - (x) Enforce the provisions of this Declaration and any rules and regulations duly adopted by the Board or any committee acting under the authority of the Board and to enjoin and seek damages from any Owner for violation of such provisions or rules and regulations;
  - (xi) Collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings, and
  - (xii) Have any and all other powers which are necessary or incidental to the operation and management of the Association
- (c) The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the Maintenance Fund, and except as otherwise expressly provided for herein, the exclusive right and obligation to manage the business and affairs of the Association
- (d) The Association shall indemnify its directors and officers to the fullest extent provided by the Texas Business Organizations Code, as amended.

(e) The Board may retain the services of a professional management company to operate and manage the Association, and in connection therewith, may contract for the performance of certain of the Board's duties and obligations upon such terms and conditions as the Board may determine to be necessary or appropriate

**Section 3.5 By-Laws.** By-Laws for the Association shall be adopted by the Board and may be amended from time to time in the manner provided in the By-Laws or the Certificate of Formation. In the event of any conflict between the By-Laws and this Declaration, this Declaration shall prevail

**Section 3.6 Funding of Association Expenses** No mandatory assessments shall be due for any period prior to the formation of the Association. Except as otherwise provided in Section 3.10 with respect to Declarant, each Owner shall pay to the Association (a) annual assessments as provided in Section 3.7, and (b) special assessments as provided in Section 3.8, such assessments to 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 each Lot, and if unpaid as described in Section 3.9, shall constitute a continuing lien upon the Lot against which each such unpaid assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall be the personal obligation of the Owner of such Lot at the time when the assessment is due and payable. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, provided that the lien for such assessments shall continue and may be enforced against the Lot

**Section 3.7 Annual Assessments.**

(a) Lots Owned by Class A Members From and after the date the Association is formed, each Lot owned by a Class A Member shall be subject to an annual assessment of \$300.00 for the purpose of creating a fund to be designated and known as the "**Maintenance Fund**". The rate at which each Lot will be assessed for subsequent calendar years and whether such assessment will be paid monthly, quarterly or annually will be determined annually by the Board not later than December 1 of each year. Such rate may be adjusted from year to year by the Board as the needs of the Association may, in the reasonable judgment of the Board, require, and as reflected in annual operating and capital improvements budgets adopted by the Board. The assessment for each Lot owned by a Class A Member shall be uniform

(b) Purpose of Maintenance Fund The Maintenance Fund shall be used to improve, beautify, maintain, manage and operate the Common Maintenance Areas and to operate and manage the Association so as to promote the recreation, health, safety, convenience and welfare of the Members of the Association. Such uses and benefits to be provided by the Association may include, by way of example and not limitation, any or all of the following: normal, recurring maintenance and operation of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, including without limitation, entry features, walls, retaining walls, monuments, signage, irrigation systems, payment of all reasonable and necessary expenses in connection with the collection and administration of assessments (both annual and special); taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas, services of such personnel as the Board shall determine to be necessary or proper for the operation of the Association, employing one or more architects, engineers, attorneys, accountants or other consultants for the

purpose of advising the Board or the ACC in connection with their respective duties and authorities, providing insurance, including liability, casualty or workers compensation, to the extent determined to be necessary or advisable by the Board or otherwise required by this Declaration, providing service contractors to manage and maintain recreational facilities, if any; establishing a reserve fund for the periodic maintenance, repair and replacement of improvements in the Common Maintenance Areas in accordance with the capital improvements budget in effect from time to time, and doing any other thing or things necessary or desirable in the opinion of the Board to keep the Property neat and in good order, or which is considered to be for the general benefit of the Members of the Association, it being understood that the judgment of the Board in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. The purpose of any reserve fund established by the Board shall be to ensure the continuous and perpetual use, operation, maintenance and/or supervision of all Common Maintenance Areas.

(c) Special Assessments. In any calendar year, the Board may make a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto. The Association shall not commingle the proceeds of any special assessment with the Maintenance Fund. The proceeds of a special assessment shall be used solely and exclusively for the purpose for which such assessment was made.

**Section 3.8 Lien for Assessments** Declarant does hereby establish, reserve, create and subject each Lot to a perfected contractual lien in favor of the Association to secure payment of delinquent assessments owed on account of such Lot, as well as interest (subject to the limitations of Texas law) and costs of collection (including reasonable attorneys' fees). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments and other levies which by law would be superior thereto, and (b) the lien or charge of any deed of trust of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. Declarant hereby assigns such lien to the Association without recourse. The lien shall be self-operative and shall continue in inchoate form without being reserved or referenced in any deed or other document and without any other action required. Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure in accordance with Texas law. Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Lot the amount of the delinquent sums due the Association at the time such document is executed and the fact that lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, non-judicial foreclosure proceedings in accordance with Chapter 51 of the Texas Property Code (the "**Foreclosure Statute**"), as it may be amended from time to time, in like manner of any deed of trust on real property. In connection with the lien created herein, each Owner of a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other conveyance to such Owner, a power of sale to be exercised in accordance with the Foreclosure Statute. At any foreclosure proceeding, any person, including but not limited to Declarant, the Association and any Owner, shall have the right to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments and reasonable attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The sale or transfer of any Lot shall not

affect the assessment lien or relieve such Lot from the lien for any assessments thereafter becoming due. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien as to any installments of such assessments which became due prior to such sale or transfer. Where the mortgagee holding a first mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or non-judicial foreclosure of the mortgage, it shall not be personally liable for the share of the assessments by the Association chargeable to such Lot which became due prior to such acquisition of title.

**Section 3.9 Transfer-Related Fees** Fees may be charged by the Association in relation to the transfer of title to a Lot, including but not limited to out-of-pocket costs for resale certificates, estoppel certificates, copies of documents, compliance inspections, ownership record changes and priority processing, provided the fees are customary in amount, kind and number for the local marketplace. Transfer-related fees do not apply to the following transfers unless a party to the transfer requests the corresponding documentation: (a) foreclosure of a deed of trust lien, tax lien or the Association's assessment lien, (b) transfer to, from or by the Association; (c) voluntary transfer by an Owner to one or more co-Owners or to the Owner's spouse, child or parent. The Association's managing agent may also change transfer-related fees, provided, transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien and are not payable by the Association. This Section does not obligate the Association to levy transfer-related fees.

## **ARTICLE IV**

### **USE RESTRICTIONS**

**Section 4.1 Residential Use** The Property and all Lots platted on the Property shall be used for single-family residential purposes only and for streets, parks, open spaces, and other facilities ancillary to single-family residential purposes, except that Declarant may authorize a Lot to be used by a builder for a model home or as a temporary parking lot adjacent to model homes. No building shall be erected, altered, placed or permitted to remain on a Lot other than one detached single-family residence not exceeding two stories in height with a two-car garage as provided below. No residence may exceed two (2) stories in height.

**Section 4.2 Use** Each residence may be occupied by only one single housekeeping unit.

**Section 4.3 Garage Required.** Each residence shall have a minimum of a two-car garage conforming to then-applicable City zoning ordinances and codes, and must conform in design and materials with the main structure of the residence.

**Section 4.4 Driveways** All driveways shall be surfaced with concrete or a similar substance approved in writing by the ACC.

**Section 4.5 Single-Family Residential Construction.** As used in this Declaration, the term "**residential purposes**" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of such Lots for apartment houses, and no Lot shall be used for any commercial or manufacturing purposes.

**Section 4.6 Minimum Living Area Within Improvements** Each single-family residence constructed on a Lot shall contain at least 1300 square feet of living area. As

used herein, the term "**living area**" shall mean the number of air conditioned square feet of interior floor space in the residential structure on the Lot, exclusive of open porches, garages or carports, and detached accessory buildings

**Section 4.7 Sidewalks** Sidewalks, if any, shall be constructed in conformance with City specifications and regulations.

**Section 4.8 Mailboxes** Individual mailboxes, if any, must meet all governmental requirements and shall be maintained by the Owners of the Lots

**Section 4.9 Location of the Improvements Upon the Lot** No building shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on a Plat unless approved by the City and the ACC. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot

**Section 4.10 Prohibition of Offensive Activities.** No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which becomes an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the Property and the advertising and lighting effects utilized to display model homes

**Section 4.11 Use of Temporary Structures** No structure of a temporary character, whether dwelling, shop, trailer, tent, shack, garage, barn or other outbuilding, or above-ground swimming pool of any kind, shall be maintained or used on any Lot at any time as a residence or for any other purpose with the exception of children's playhouses, dog houses, or other uses that may be approved by the ACC, provided, however, that Declarant reserves the right to permit the erection, placement and maintenance of any such temporary facilities in or upon any portions of the Property as, in the discretion of Declarant, may be necessary or convenient while selling or constructing residences and constructing other improvements upon the Property. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model homes, signs, parking lots and portable toilet facilities.

**Section 4.12 Storage of Automobiles, Boats, Trailers and Other Vehicles.** No automobile, truck or other vehicle, regardless of ownership, age, condition or appearance, shall (a) be parked on the grass or in any other area other than concrete parking surfaces, (b) remain on or about any Lot in any manner which could be construed as being neglected or abandoned except pursuant to written approval and authorization of the ACC. If a complaint is received about a violation of any part of this Section, then the ACC will be the final authority on the matter.

**Section 4.13 Mineral Operations.** No drilling, development operation, refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnel, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted upon any Lot

**Section 4.14 Animal Husbandry** 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 may be kept provided that they are not kept, bred or maintained for commercial purposes. It is the expressed intent and purpose of this Section to restrict the use of the Property so

that no person shall quarter on any part of the Property cows, horses, bees, hogs, sheep, goats, guinea, fowls, ducks, chickens, turkeys, skunks or any other animal that may interfere with the quietude, health or safety of the community. If common household pets are kept, they must be restrained or confined inside a fenced area in the rear of the Lot or within the home. When away from the home, pets must be on a leash at all times. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be tagged for identification and vaccinated against rabies. Further, no animal shall be slaughtered on any Portion of the Property, whether for cooking or any other purpose.

**Section 4.15 Fences.** Unless approved in writing by the ACC, each rear yard of a Lot shall be enclosed on all sides by a privacy fence that is at least six feet (6') tall and made of wood picket and rail with wood posts, provided however, if the Lot shares one or more of its property lines with a fence and/or wall that is a part of the Common Area, such fence and/or wall shall be incorporated in the fencing around such Lot.

**Section 4.16 Visual Obstruction at the Intersections of Public Streets** Unless otherwise approved in writing by the ACC, no fence, wall, hedge, shrub plantings or any other obstruction which obstructs sight lines at elevations between three and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any Lot within ten feet from the pavement unless otherwise approved in writing by the ACC. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 4.17 Lot Maintenance**

(a) Each Owner or occupant of any Lot shall at all times keep all weeds and grass cut in a sanitary, healthful and attractive manner, edge the street curbs and sidewalks that run near their Lot lines, and shall in no event use any Lot for storage of materials and equipment, except for normal residential requirements in conformity with this Declaration or incident to construction of improvements thereon as herein permitted.

(b) Compost heaps may be maintained only in rear yards.

(c) No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained if they are visible from the front street side of the Lot, and no air conditioning apparatus shall be installed on the roof of any residence or on the ground in front of a residence.

(d) All Owners and occupants shall comply with any ordinances enacted by the City pertaining to the storage and disposal of garbage, trash and other waste materials. No Lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Containers for the storage of trash, garbage and other waste materials must be stored out of public view in a manner approved by the ACC.

(e) New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction

progresses without undue delay, until the completion of improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot

(f) No furniture, appliance or other property of a type that is generally kept or used indoors, including without limitation, couches, loveseats, recliners, clothing washers, clothing dryers and/or refrigerators, shall be permitted to be used, erected, placed or maintained outdoors if visible from the front or side of any Lot

**Section 4.18 Antennas** Unless otherwise approved in writing by the ACC, exterior antennae, aerials, satellite dishes or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind may not be placed on the exterior of any residence constructed on any Lot or on any portion of any Lot, except that (i) antennae, satellite dishes or other apparatuses that are one meter or less in diameter and that are designed to receive transmissions other than television broadcast signals shall be permitted, and (ii) antennae or satellite dishes designed to receive television broadcast signals shall be permitted (each, a "**Permitted Device**") A Permitted Device that complies with the provisions of this Section shall not require ACC approval prior to installation

**Section 4.19 Exterior Storage.** No exterior storage items of any kind such as storage buildings, greenhouses or workshops shall be permitted in the front yard of any Lot except with prior written approval and authorization of the ACC.

**Section 4.20 Exterior Colors.** All exterior colors of the improvements located on any Lot, including without limitation all masonry, siding, doors and roofs, shall be limited to the colors as are designated by Declarant and/or the Association, or approved by the ACC in accordance with Section 5.3 hereof

**Section 4.21 Other**

(a) Except for burning firewood within fireplaces in the interior of the main residential dwelling or within exterior fireplaces designed and constructed in accordance with all applicable legal requirements of the City, and except for outdoor cooking in grills designed for such purpose, no burning of anything shall be permitted anywhere on the Property.

(b) All exterior holiday decorations must be removed within 30 days after the holiday to which they relate

**WITHIN EASEMENTS ON EACH LOT, AND WITHIN DRAINAGE SWALES RUNNING BETWEEN LOTS, UNLESS OTHERWISE APPROVED IN WRITING BY THE ACC, NO STRUCTURES, PLANTING OR MATERIALS SHALL BE PLACED OR PERMITTED TO REMAIN THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES, WHICH MAY CHANGE THE DIRECTION OF FLOW WITHIN DRAINAGE CHANNELS OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNELS. DECLARANT OR THE ACC MAY REQUIRE ANY OWNER CAUSING ANY CHANGE IN THE FLOW OF SURFACE WATER TO REMOVE AT SUCH OWNER'S EXPENSE, ANY STRUCTURE OR IMPROVEMENTS CAUSING SUCH ALTERATION.**

**AFTER DECLARANT OR ANOTHER DEVELOPER HAS GRADED THE LOT, THE GENERAL GRADING, SLOPE AND DRAINAGE PLAN OF A LOT MAY NOT BE ALTERED WITHOUT (i) THE PRIOR WRITTEN APPROVAL OF THE ACC AND (ii) THE PRIOR WRITTEN**

**APPROVAL OF THE CITY AND OTHER APPROPRIATE AGENCIES HAVING  
AUTHORITY TO GRANT SUCH APPROVAL.**

**ARTICLE V**

**ARCHITECTURAL CONTROL COMMITTEE**

**Section 5.1 Appointment.** There is hereby created an Architectural Control Committee (the "**ACC**") which shall have the power and authority to exercise the duties provided in this Article V. The ACC shall consist of three (3) members who prior to the Conversion Date shall be appointed and subject to removal by Declarant and thereafter shall be appointed and subject to removal by the Board. In the event of the death, resignation or removal by the appointing party of any member of the ACC, such appointing party shall have full authority to designate and appoint a successor within sixty (60) days after such death, resignation or removal. If no such appointment is made on a timely basis, the remaining member(s) of the ACC shall appoint a successor member. No member of the ACC shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.

**Section 5.2 Authority**

(a) No building or other material improvement may be commenced, erected, placed, painted, added to or altered on any Lot, or on any other portion of the Property, by any party other than Declarant until all applicable plans, prepared by a licensed architect (except with respect to painting), have been submitted to and approved in writing by the ACC in accordance with guidelines and procedures adopted by the ACC. With respect to reviewing matters submitted for its approval, the ACC may consider any information that it deems appropriate, including, without limitation, any one or more of the following.

(i) Conformity and harmony to existing development in the Property, surrounding areas and community standards and any design guidelines from time to time in effect for the Property,

(ii) Quality of workmanship and materials, adequacy of site dimensions, adequacy of design and proper facing of main elevation with respect to nearby streets;

(iii) Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots in the Property,

(iv) Permits that may be required by any governmental entity; and

(v) The other standards set forth within this Declaration or matters as to which the ACC has been vested with the authority to render a final interpretation and decision.

Without limiting the foregoing, the ACC is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of one or more Owners or the general value of homes and/or Lots in the Property. In considering the harmony of external design between existing structures and a proposed building being erected, replaced or



altered, the ACC shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

(b) The ACC may refuse to approve any matters submitted to it on any grounds that, in its sole and absolute discretion, are deemed sufficient, including without limitation, purely aesthetic grounds.

(c) Declarant and the Association shall have the authority and standing to enforce in a court of competent jurisdiction any decision of the ACC.

### **Section 5.3 Procedure for Approval**

(a) As to any matter within the scope of the ACC's authority under this Declaration, each of the following documents (and all modifications thereof) to the extent applicable, must be submitted to the ACC in duplicate, at the office of the property manager retained by the Association to manage the Property or such other address as may hereafter be designated in writing from time to time, and its approval must be obtained, in writing, prior to the document's submission to the City (to the extent the City's approval is required) or prior to its implementation:

(i) Engineering plans and specifications,

(ii) Plans for any improvements, showing the nature, kind, shape, height, materials and location of all landscaping and improvements, and specifying any requested variance from the setback lines, garage location or other requirement set forth in this Declaration, and, if requested by the ACC, samples of proposed construction materials; and

(iii) Any other data or information requested or deemed reasonably necessary by the ACC.

(b) The ACC may postpone its review of any matter submitted for approval pending receipt of any information or material which the ACC, in its sole discretion, may require. At such time as the submitted documents meet the approval of the ACC, one complete set of the submitted documents will be retained by the ACC, and the ACC will notify the appropriate party in writing of its approval. If disapproved by the ACC, the ACC shall deliver to the appropriate party a written statement of disapproval setting forth the reasons for disapproval, which statement shall be signed by an authorized representative of the ACC. In no event shall the ACC give oral approval of any documents. If the ACC fails to respond to any submitted documents within thirty (30) days after the date of submission, the matters submitted shall be deemed to be approved ten (10) days after written notice to the ACC which written notice shall state that the ACC's failure to respond within such ten-day period will result in a deemed approval of the submitted item. Notwithstanding the foregoing, the 30-day period referenced in the preceding sentence shall not commence until all information required to be submitted to the ACC or requested by it has been received, there shall be no deemed approval of a request for variance under Section 5.5, any such approval to be evidenced only by express written approval. Material modifications or changes in any materials submitted to the ACC following approval by the ACC shall be resubmitted for its inspection and approval.

(c) Once the ACC has approved a set of final plans and specifications submitted by a builder for a house to be constructed on a Lot, that builder may use such plans and specifications for other homes it will construct in the Property provided that (a)

there shall be at least one Lot on the same side of the street between Lots with houses using the same or substantially the same floor plan, (b) there shall be at least two Lots on the same side of the street between Lots with houses using the same or substantially the same exterior elevations, and (c) no houses with the same or substantially the same exterior elevations shall be constructed on Lots directly across the street from each other. The term "**builder**" shall mean a person or entity regularly engaged in the on-going business of constructing single-family homes for sale to owner-occupants.

**Section 5.4 Standards** The ACC shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with the standards set forth in this Declaration, provided that the ACC shall have sole discretion with respect to all standards specified herein. One objective of the ACC is to conform generally to community standards and prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built or maintained in the Property.

**Section 5.5 Variances** Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit Owners to construct, erect or install improvements that are in variance from this Declaration or architectural standards which are provided for in this Declaration or which may be promulgated in the future. Written requests for variances shall be deemed to be disapproved if the ACC has not expressly and in writing approved such request within thirty (30) days of the submission of such request. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests, and the grant of a variance to any Owner shall not constitute a waiver of the ACC's right to strictly enforce this Declaration and architectural standards provided hereunder against any other Owner. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification or amendment of the terms and provisions hereof.

**Section 5.6 Liability of Declarant and Committee** Neither Declarant, Members of the ACC, the Association, nor the officers, directors, employees, agents or representatives of any of them shall have any liability to any one submitting matters to the ACC for approval or to any Owner of property affected by any decision of the ACC by reason of mistake in judgment, negligence or malfeasance or for any other reason arising out of or in connection with approval or disapproval of matters submitted to the ACC. Any defects or errors in or omissions from the documents submitted to the ACC shall be the responsibility of the entity or person submitting the documents, and the ACC shall have no obligation to check for defects or errors in or omissions from any such documents or to check for such documents' compliance with the general provisions of this Declaration, City codes and regulations, FHA or VA regulations, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

**Section 5.7 No Waiver of Future Approval** The approval of the ACC to any matter requiring the approval or consent of the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other matter subsequently or additionally submitted for approval by the same or a different person, nor shall such approval or consent be deemed to have established a precedent for future approvals by the ACC.

## **ARTICLE VI**

### **RESERVED**

## **ARTICLE VII**

### **INSURANCE; REPAIR AND RESTORATION**

**Section 7.1 Insurance** The Board shall have the authority to and shall obtain insurance for all insurable improvements in the Common Maintenance Areas. Such insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall obtain (a) a public liability policy applicable to the Common Areas covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and (b) a directors' and officers' liability insurance covering the Board and any officers of the Association against such liabilities and in such amounts as the Board shall determine to be commercially reasonable. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

Premiums for all insurance shall be an expense of the Association payable from the Maintenance Fund. Each policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether any casualty insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board shall be governed by the provisions hereinafter set forth.

(a) All policies shall be written with a company licensed to do business in Texas and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) Other than directors' and officers' liability insurance policies, all policies shall be written in the name of the Association for the benefit of the Owners.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board.

(d) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants or their mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the County.

(f) The Board of Directors shall make every reasonable effort to secure insurance policies that will provide for the following

(i) A waiver of subrogation by the insurer as to any claims against the Board, the Association, its manager and the Owners,

(ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash,

(iii) That no policy may be cancelled, invalidated, or suspended on account of any defect or the conduct of any director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association or its manager;

(iv) That any "other insurance" clause in any policy shall exclude individual Owners' policies from consideration, and

(v) That no policy may be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association

In addition to the other insurance required by this Section 7.1, the Board shall obtain workmen's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be at least the sum of three (3) months assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association

**Section 7.2 Insurance Proceeds.** Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Board. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of property

**Section 7.3 Insufficient Proceeds** If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Section 3.8 of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as his undivided responsibility, pay any excess costs of repair or replacement.

**Section 7.4 Destruction of Improvements on Individual Lots** In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause, each Owner covenants and agrees to commence all necessary repairs, reconstruction or complete removal of the damaged improvements within four (4) months of the date that the damage occurs and to complete such repair, reconstruction or removal to completion within a reasonable time from the commencement of such work. Repairs, reconstruction or complete removal of damaged improvements may be commenced more

than four (4) months after the date of occurrence of damage if the delays in commencement are caused by factors beyond the reasonable control of the Owners of the damaged improvements

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

**Section 8.1 Term** The covenants, conditions and restrictions set forth in this Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time the term of this Declaration shall be automatically extended for successive periods of ten (10) years each. Upon the expiration of the initial 40-year term or any extension, Owners constituting at least seventy-five percent (75%) of the outstanding votes of the Members of the Association may elect to terminate the Declaration so long as prior written consent has been obtained from the City, which election to so terminate the Declaration shall be evidenced by a written instrument signed by or on behalf of Members holding the requisite number of votes, countersigned by a duly authorized representative of the City and properly recorded in the land records of Jefferson County, Texas

**Section 8.2 Amendments.** Prior to the Conversion Date, this Declaration may be amended by (a) Declarant without the consent or approval of the Association or any of its Members, or (b) the affirmative vote of Owners constituting at least seventy-five percent (75%) of the outstanding votes of the Class A Members of the Association with the written approval of Declarant. After the Conversion Date, this Declaration may be amended by the affirmative vote of Owners constituting at least seventy-five percent (75%) of the outstanding votes of the Class A Members of the Association. Any such amendment shall be evidenced by a written instrument setting forth such amendment and signed by Declarant and/or a duly authorized officer of the Association certifying as to the requisite approval of Declarant and/or the Class A Members, as the case may be. Such written instrument shall be properly recorded in the land records of the County.

**Section 8.3 Other Jurisdictional Authority** No Lot shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of any governmental agency or subdivision having jurisdiction over the Property.

### **Section 8.4 Remedies**

(a) In the event of any default by any Owner under the provisions of this Declaration or the By-Laws, rules and regulations of the Association, Declarant, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for the payment of money and collection thereof, or for any combination of such remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of Declarant or the Association in connection with any such action or proceeding, including court costs and reasonable attorneys' fees and other fees and expenses, and all damages, permitted by law from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed a part of

assessments (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by Declarant, the Association or any Owner.

(b) In the event that any Owner of a Lot shall fail to observe or comply with any restriction, condition, covenant, term or provision of this Declaration, or in the event any Lot (including any building or residence located thereon) is, in the judgment of the ACC or of the Association, through the Board, so maintained by its Owner as to not comply with this Declaration or so as to present a public or private nuisance or so as to substantially detract from the appearance or quality of the neighboring Lots or other areas of the Property which are substantially affected thereby or related thereto, the ACC or the Association, through the Board, may, by resolution, make a finding to that effect specifying the particular condition or conditions which exist, and pursuant to such resolution deliver notice to the offending Owner that unless corrective action is taken within ten (10) days, the Association will cause such action to be taken at such Owner's cost. If at the expiration of said ten (10) day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered, on behalf of the Association, to cause such action to be taken and the cost (the "**Maintenance Cost**") thereof shall be assessed against the Lot of the offending Owner. In addition to and cumulative of any other right or remedy available to the Association at law or in equity to enforce the provisions of this Declaration, including the right to recover any Maintenance Cost incurred by the Association, the Association may assess such Owner a fine of \$25 per day for each day that the Owner fails to be in compliance. Maintenance Costs and any such fine and the costs of collection (including reasonable attorneys' fees) shall be the personal obligation of the Owner of the Lot against which Maintenance Costs and/or any such fine are levied, and shall be secured by a continuing lien hereby created against such Lot and all improvements thereon. Each Owner, by accepting a deed or ownership interest in a Lot, shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce the lien hereinabove granted. Any duly authorized representative of the Association may, at its option, prepare a written notice of lien setting forth the amount of Maintenance Costs and/or any such unpaid fine, the name of the Owner of the Lot and a description of the Lot and cause the same to be filed in the Real Property Records of Jefferson County, Texas. Such lien may be enforced by the non-judicial foreclosure of the defaulting Owner's Lot by the Association in the manner provided for the foreclosure of real property mortgages with power of sale under Texas Property Code §51.002. Any member of the Board may post notices of foreclosure as trustee for the Association and conduct the foreclosure sale. Any such Maintenance Cost and/or fine shall be paid to the Association.

**Section 8.5 Rights and Obligations.** The provisions of this Declaration and the Certificate of Formation and By-Laws of the Association and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying any unplatted portion of the Property or any one or more Lots or any ownership interest in a Lot whatsoever, the person to whom such portion of the Property, Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Certificate of Formation and By-Laws, whether or not mention thereof is made in said deed.

**Section 8.6 Captions** The captions and headings in this Declaration are for convenience only, are not substantive terms, and shall not affect the meaning of or construction given to any term or provision of this Declaration.

**Section 8.7 Unenforceability of Any Provision** Determination that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this Declaration which shall remain in full force and effect and shall to the maximum extent possible under applicable law be construed to give effect to the intent of the Declaration including the invalid or unenforceable provisions.

**Section 8.8 Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Texas

**Signatures begin on the following page.**

EXECUTED as of the 2 day of February, 2010.

**DECLARANT:**

**HOUSING AUTHORITY OF THE CITY OF  
BEAUMONT**, a public body organized and existing by  
virtue of the laws of the State of Texas

By. Robert L. Reyna

Robert Reyna, Executive Director

STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

This instrument was acknowledged before me this 2<sup>nd</sup> day of February, 2010, by Robert Reyna, Executive Director of HOUSING AUTHORITY OF THE CITY OF BEAUMONT, on behalf of said authority



Karen Steward  
Notary Public for the State of Texas



## EXHIBIT A TO DECLARATION - LEGAL DESCRIPTION

BEING a 19 613 acre tract of land, more or less, out of and a part of that certain City of Beaumont tract of land more fully described and recorded in Volume 260 Page 325 of the Deed Records of Jefferson County Texas and that certain City of Beaumont called 38 5 acre tract of land, more fully described and recorded in Volume 205, Page 382 of said Deed Records, and that certain City of Beaumont tract of land more fully described and recorded in Film Code No 10154-1688 of the Official Public Records of Jefferson County and that certain City of Beaumont called 0 377 acre tract of land, more fully described as Tract 1 and Tract 2 as recorded in Film Code No 102-33-0871 of said Official Public Records (also known as Tracts 11 and 27 of the unrecorded City Plat No D-1) and that certain City of Beaumont called 1 011 acre tract of land, more fully described and recorded in Film Code No 101-50-1435 of said Official Public Records (also known as Tract 12 in said City Plat) and that certain City of Beaumont tract of land more fully described and recorded in Film Code No 101-48-0324, Film Code No 101-480321 and Film Code No 101-48-0327 of said Official Public Records (also known as Tract 13 in said City Plat) and that certain City of Beaumont tract of land more fully described and recorded in Film Code No 101-40-0052 of said Official Public Records (also known as Tract 14 in said City Plat) and that certain unrecorded City of Beaumont tract of land (also known as Tract 15 in said City Plat), and that certain City of Beaumont called 1 587 acre tract more fully described and recorded in Film Code No 100-75-2120 of said Official Public Records (also known as Tracts 16 17 20 and 32 in said City Plat), and that certain City of Beaumont tract of land, more fully described and recorded in Volume 1362 Page 107 of said Deed Records (also known as Tract 18 in said City Plat), and that certain City of Beaumont called 0 1575 acre tract of land more fully described and recorded in Film Code No 101-97-1490 of said Official Public Records (also known as Tract 19 in said City Plat) and that certain City of Beaumont tract of land more fully described and recorded in Film Code No 101-55-2552 of said Official Public Records (also known as Tract 22 in said City Plat), and that certain City of Beaumont tract of land, more fully described and recorded in Film Code No 101-52-1071 of said Official Public Records (also known as Tract 23 in said City Plat), and that certain City of Beaumont tract of land more fully described and recorded in Film Code No 101-55-2553 of said Official Public Records (also known as Tract 24 in said City Plat), and that certain City of Beaumont tract of land more fully described and recorded in Film Code No 101-55-2556 of said Official Public Records (also known as Tract 25 in said City Plat) and that certain City of Beaumont called 1 5 acre tract of land more fully described and recorded in Film Code No 101-54-1688 of said Official Public Records (also known as Tracts 29 and 30 in said City Plat) and being out of and a part of Blocks 6 7, and 9 in Gold Hill Addition a subdivision in the City of Beaumont, recorded in Volume 2, Page 82 of the Map Records of Jefferson County and Block 15 in Gold Hill Second Addition a subdivision in the City of Beaumont, recorded in Volume 2 Page 154 of said Map Records, and also in McFaddin Heights, an unrecorded subdivision in the City of Beaumont and also being out of and a part of certain sections of Regent Street (60 feet wide Right-of-way, now or formerly) Averill Street (60 feet wide Right-of-way, now or formerly) Mame Street (60 feet wide Right-of-way, now or formerly) St Helena Street (60 feet wide Right-of-way, now or formerly), and a 20 feet alleyway in Blocks 9 and 10 of said Gold Hill Addition Said 19 613 acre tract located in the J Drake Survey Abstract 18 and the A Williams League, Abstract No 385 and being more particularly described as follows

**BEGINNING** at a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for the Northeast corner of said City of Beaumont tract (Vol 260 Pg 325) and Lot 26 in said Block 7 of Gold Hill Addition, same being the intersection of the West Right-of-way line of that certain Jirou Street (now or formerly and being called Golden Street per original plat) and the South line of a 20 feet alleyway in said Block 7 of Gold Hill Addition.

**THENCE** South 00 deg 32 min 00 sec West, along and with the West line of said Jirou Street, same being the East line of said Block 7 of Gold Hill Addition and also being the most Northerly East line of said City of Beaumont tract (Vol 260 Pg 325) at a distance of approximately 140 feet passing the intersection of said Regent Street (now or formerly) and the West line of said Jirou Street (now or formerly) and continuing a total distance of 200 00 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for the Northeast corner of said Block 10 of Gold Hill Addition same being the intersection of the South line of said Regent Street (now or formerly) with the west line of said Jirou Street (now or formerly), and also being an angle corner of the East line of said City of Beaumont tract (Vol 260 Pg 325)

**THENCE** North 89 deg 28 min 00 sec West along and with the South line of said Regent Street (now or formerly), same being the North line of said Block 10 of Gold Hill Addition at a distance of approximately 660 feet passing the intersection of Averill Street (now or formerly) and the South line of said Regent Street (now or formerly), and continuing along and with the North line of said Block 9 of Gold Hill Addition a total distance of 920 00 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for corner,

**THENCE** South 00 deg 32 min 00 sec West over and across said Block 9 of Gold Hill Addition at a distance of approximately 300 feet crossing said Maime Street (now or formerly) and continuing over and across said called 38 5 acre tract, and said McFaddin Heights a total distance of 433 54 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for corner,

**THENCE** South 82 deg 42 min 54 sec West continuing over and across said McFaddin Heights and said called 38 5 acre tract, at a distance of approximately 303 feet crossing said St Helena Street (now or formerly), and continuing over and across said Tract 18 a total distance of 371 86 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for corner in Tract 18

**THENCE** South 24 deg 15 min 22 sec West, over and across said Tracts 16 17 and 18 a distance of 523 83 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for corner in the existing North Right-of-way line of Concord Road (Right-of-way width varies)

**THENCE** North 65 deg 56 min 13 sec West over and across said Tracts 12, 13 15 16 and 17 same being the existing North line of said Concord Road, a distance of 224 23 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for a corner

**DECLARATION OF LAND USE RESTRICTIVE COVENANTS**

**THENCE** North 63 deg 24 min 16 sec West, over and across said Tract 12, same being the existing North line of said Concord Road a distance of 19 32 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set in the common line of said Tracts 12 and 27

**THENCE** North 63 deg 23 min 43 sec West, over and across said Tract 27 same being the existing North line of said Concord Road a distance of 39 72 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for corner,

**THENCE** North 58 deg 36 min 53 sec West over and across said Tracts 11 and 27 same being the existing North line of said Concord Road, a distance of 60 06 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for corner

**THENCE** North 53 deg 50 min 03 sec West, over and across said Tract 11 same being the existing North line of said Concord Road a distance of 58 99 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for corner,

**THENCE** North 49 deg 48 min 28 sec West, continuing over and across said Tract 11, same being the existing North line of said Concord Road, a distance of 25 33 feet to a 5/8 inch iron rod found for the most Westerly occupied and recognized corner of said Tract 11 and the most Southeasterly occupied and recognized corner of that certain James C and Diana W Young called 0 5656 acre tract of land more fully described and recorded in Clerk s File No 9518319 of said Official Public Records (also known as Tract 9 of said City Plat)

**THENCE** North 47 deg 31 min 26 sec East along and with the common occupied and recognized line of said Tract 11 said Tract 9 and that certain C Fasulo tract of land more fully described and recorded in Volume 378 Page 290 of said Deed Records (also known as Tract 10A of said City Plat) same being the Southeasterly line of that certain George Ratcliff Addition an unrecorded subdivision in the City of Beaumont, a distance of 193 42 feet to a fence corner marking the common occupied and recognized corner of said Tracts 10A and 11, and also being an angle point on the West line of said Tract 12

**THENCE** North 05 deg 47 min 16 sec West along and with the common occupied and recognized line of said Tract 12, same being the East line of said Tract 10A and said George Ratcliff Addition a distance of 215 27 feet to a Railroad iron found for the Northwest corner of said Tract 12, same being the Southwest corner of that certain Kitchner Street in the Carver Addition, a subdivision in the City of Beaumont, recorded in Volume 1, Page 97 of said Map Records and also being in the East line of said George Ratcliff Addition

**THENCE** South 82 deg 48 min 23 sec East, along and with the North line of said Tract 12 same being the South line of said Kitchner Street and that certain Block 3 of said Carver Addition and also being the most Southerly North line of said Tract 25, a distance of 145 45 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for the Southeast corner of Lot 1 of said Block 3 of Carver Addition, same being an interior ell corner of said Tract 25,

**THENCE** North 00 deg 40 min 23 sec West along and with the West line of said Tract 25, same being the East line of Lots 1 thru 6 of said Block 3 of Carver Addition, a distance of 366 90 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for the Northwest corner of said Tract 25, same being the Northeast corner of Lot 6 of said Block 3 of Carver Addition and also being in the South line of said Tracts 29 and 30.

**THENCE** North 88 deg 31 min 23 sec West along and with the North line of Lot 6 of said Block 3 of Carver Addition, same being the South line of said Tracts 29 and 30 a distance of 80 34 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for the Southwest corner of said Tracts 29 and 30, same being the Southeast corner of Lot 7 of said Block 3 of Carver Addition.

**THENCE** North 00 deg 24 min 57 sec East, along and with the West line of said Tracts 29 and 30, same being the East line of Lots 7 8 and 9 of said Block 3 of Carver Addition, a distance of 210 33 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for the Northwest corner of said Tracts 29 and 30 same being the Northeast corner of Lot 9 of said Block 3 of Carver Addition, and also being in the South line of said City of Beaumont tract (F C 101-54-1688) and Lot 12 of said Block 15 of Gold Hill Second Addition

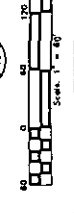
**THENCE** North 89 deg 54 min 03 sec West, along and with the North line of Lot 9 of said Block 3 of Carver Addition, same being the South line of said City of Beaumont tract (F C 10154-1688) and Lot 12 of said Block 15 of Gold Hill Second Addition a distance of 36 95 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for corner

**THENCE** North 00 deg 32 min 00 sec East over and across Lot 12 of said Block 15 of Gold Hill Second Addition same being the West line of said City of Beaumont tract (F C 101-541688) a distance of 59 68 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for corner in the South line of a 20 feet alleyway in Block 15 of Gold Hill Second Addition same being on the North line of Lot 12 of said Block 15 of Gold Hill Second Addition and also being the Northwest corner of said City of Beaumont tract (F C 101-541688)

**THENCE** South 89 deg 28 min 00 sec East, along and with the South alleyway line of said Block 15 of Gold Hill Second Addition same being the North line of said City of Beaumont tract (F C 101-54-1688), at a distance of approximately 460 feet crossing said St Helena Street (now or formerly), and continuing along and with the North line of said City of Beaumont tract (Vol 260 Pg 325) same being the South line of the alleyway of said Block 6 of Gold Hill Addition, at a distance of approximately 1020 feet crossing said Averill Street (now or formerly) and continuing along and with the South line of the alleyway of said Block 7 of Gold Hill Addition a total distance of 1740 00 feet to the **PLACE OF BEGINNING** containing 19 613 acres of land more or less

**Exhibit B**

**Plat**



*Return To*

LAW OFFICE OF JOSEPH DESHOTEL  
505 ORLEANS STE 105  
BEAUMONT TX 77701

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Carolyn L Guidry*

2010 Feb 04, 02 10 PM

2010004025

WILLIAMS \$120 00

CAROLYN L GUIDRY, COUNTY CLERK

JEFFERSON COUNTY, TEXAS

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Carolyn L Guidry*

2010 Feb 17, 10 05 AM

2010005606

WILLIAMS \$132 00

CAROLYN L GUIDRY, COUNTY CLERK

JEFFERSON COUNTY, TEXAS

**PART OF FOREGOING  
INSTRUMENT ILLEGIBLE  
AT TIME OF FILING**