



ADDITIONAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PINE ISLAND ESTATES
A SUBDIVISION IN JEFFERSON COUNTY, TEXAS

[with amendment of existing Declaration]

THIS ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Additional Declaration") is made and executed on the date hereafter set forth by Michael D. Doguet and Lisa L. Doguet ("Declarant"), with certain others joining as indicated below.

WHEREAS, Declarant was previously the owner of a tract of land containing 552 acres, more or less, out of and a part of the James Gerish, Sr. League and H.T. & B. RR Co. Surveys 5, 6 and 9, in Jefferson County, Texas, being more fully bounded and described on Exhibit "A" attached hereto and incorporated herein by reference (the "Entire Tract"); and

WHEREAS, Declarant has previously caused a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS to be recorded under File No. 2015013992 in the Official Public Records of Jefferson County, Texas (the "Original Declaration") affecting the Entire Tract;

WHEREAS, Declarant has previously conveyed a 21.04 acre tract (the "NNT AND HAYES Tract") to NNT AND HAYES, LLC, a Texas limited liability company by deed recorded under File No. 2015033124 in the Official Public Records of Jefferson County, Texas, and NNT and Hayes, LLC joins in this Additional Declaration to evidence its consent to the amendment of the Original Declaration by this Additional Declaration as provided below;

WHEREAS NNT and Hayes, LLC, and Declarant executed an Adoption and Ratification of Restriction of the Original Declaration recorded under File No. 2015033123 in the Official Public Records of Jefferson County, Texas by which the NNT AND HAYES Tract was subjected to the Original Declaration;

WHEREAS, Declarant has caused a portion of the Entire Tract to be platted into a further subdivision in Jefferson County, Texas, known and to be known as "Pine Island Estates, Phase 1", Lots 1-4, Block 1 and Lots 1-3, Block 2, a 15.856 acre subdivision in Jefferson County, Texas ("Phase 1" of the "Phased Subdivision" as defined below), in accordance with the Final Plat of said Phased Subdivision prepared by Fittz & Shipman, Inc., Beaumont, Texas, and filed for record under File No. 2015039999 in the Official Public Records in the office of the County Clerk of Jefferson County, Texas (the "Phase 1 Plat"); and

WHEREAS, Declarant has previously conveyed Lot 1, of Block 1, of Pine Island Estates, Phase 1, (the "Cooksey Tract") to Micah Cooksey and Bridget Cooksey by deed recorded under File No. 2015040651 in the Official Public Records of Jefferson County, Texas, and Micah Cooksey and Bridget Cooksey join in this Additional Declaration to evidence their consent to the amendment of the Original Declaration by this Additional Declaration as provided below;

WHEREAS, Declarant desires to cause further portions of the Entire Tract to be platted into further subdivisions in Jefferson County, Texas, to be subjected to the provisions of this Additional Declaration, each such additional portion to be subject to this Additional Declaration to be referred to as a "Phase" and all of which Phases shall be referred to as the "Phased Subdivision," including Phase 1 and including "Pine Island Estates, Phase 2", Lots 5-8, Block 1, Lots 4-11, Block 2, Lots 9-16, Block 3, Lots 12-18, Block 4, and Lots 19-22, Block 5, of a 75.095 acre subdivision in Jefferson County, Texas ("Phase 2" of the "Phased Subdivision"), in accordance with the Final Plat of said Phased Subdivision prepared by Fittz & Shipman, Inc., Beaumont, Texas, to be filed for record in the Official Public Records in the office of the County Clerk of Jefferson County, Texas (the "Phase 2 Plat"); and

WHEREAS, Declarant desires to supplement and amend the restrictions under the Original Declaration as to portions of the Entire Tract that are contained or may ever be contained in any Phase;

WHEREAS, Declarant desires to create the Phased Subdivision within the Entire Tract as a planned community with Lots, open spaces, landscaping, streets, limited common lighting, and other common improvements for the benefit of the entire Phased Subdivision and community;

WHEREAS, Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said open spaces, landscaping, streets, limited common lighting, and other common improvements, and, to this end, desires to subject the Phase Property, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Phase Property and for every owner of any part thereof;

WHEREAS, Declarant desires to reserve in favor of itself and of the Association herein established certain easements on and across the Lots in the Phased Subdivision;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create a property owners' association to which would be delegated and assigned the powers of (i) maintaining and administering the common properties and facilities, (ii) administering and enforcing the covenants and restrictions contained herein and (iii) collecting and disbursing the assessments and charges hereinafter created;

WHEREAS, Declarant has caused or will cause a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intent and objectives herein set forth for the Association;

AND WHEREAS, Declarant does hereby agree that the Phase Property is to be subdivided into numbered Lots according to the Plat and that all of the Lots (as defined below) of the Phase Property shall be held, sold and conveyed subject to the covenants, conditions, stipulations and restrictions hereinafter set forth.

NOW THEREFORE, for the purposes of creating and carrying out a uniform plan for the use, improvement and sale of the Phase Property as a restricted subdivision and of each piece or

Lot of the Phase Property, Declarant imposes the Restrictions (as defined below) on the Phase Property and on each of the Lots (as defined below).

Amendment to Original Declaration. This Additional Declaration is, and shall be deemed, an amendment to the Original Declaration as to the Phased Subdivision and any and all Phased Property now or hereafter subject to this Additional Declaration as provided below in Article X, but shall not affect either the NNT AND HAYES Tract or the Cooksey Tract which remain subject to the Restrictions contained in the Original Declaration. Further, until additional land out of the Entire Tract is added to and becomes subject to this Additional Declaration or become part of the Phase Property pursuant to the provisions of Article X below, such additional land out of the Entire Tract shall remain subject to the Restrictions in the Original Declaration; when any such additional land is added to and becomes subject to this Additional Declaration or become part of the Phase Property pursuant to the provisions of Article X below, such additional land shall automatically be deemed subject to the terms of this Additional Declaration instead of the Original Declaration. In the event of any alleged or actual conflicts, discrepancies, or inconsistencies as to the Phase Property or the Phased Subdivision between this Additional Declaration and the Original Declaration, the provisions of this Additional Declaration shall control.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots in the Phased Subdivision, and for the purpose of providing for the orderly development, use and enjoyment of the Lots in the Phased Subdivision, Declarant declares that all of the Phase Property and all Lots in the Phased Subdivision shall be used, held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in this Additional Declaration. The provisions of this Additional Declaration, together with any restrictions contained in any deed from Declarant of any part of the Phase Property, and any amendments to any of the foregoing, are referred to as the "Restrictions."

The Restrictions constitute covenants running with the land and are binding upon all parties having any interest in any part of any of the Phase Property or in any of the Lots in the Phased Subdivision, and upon all such parties' heirs, successors and assigns, and inure to the benefit of such parties and their heirs, successors and assigns. Each contract or conveyance affecting any part of the Phase Property or any of the Lots is deemed to incorporate the Restrictions, the same as if fully copied verbatim and incorporated in such contract or conveyance, both by virtue of the recording of this Additional Declaration and/or by reference to this instrument.

ARTICLE I DEFINITIONS

- 1.01 "Applicable Law" includes statutes, regulations, ordinances, rules, guidelines, standards and common-law principles adopted, established or applied by applicable governmental authorities.
- 1.02 "Architectural Control Committee" and "Committee" shall mean the architectural control committee established and referred to in this Additional Declaration in Article VI hereof.

- 1.03 "Architectural Control Guidelines" shall mean the guidelines, rules and specifications promulgated, established and set forth from time to time by the Architectural Control Committee defining requirements for construction, maintenance, alterations and repairs of any and all structures and improvements within the Phase Property and setting forth all other applicable rules and regulations pertaining to any matter over which the Architectural Control Committee has been granted control under this Additional Declaration. The Architectural Control Guidelines may be prepared and filed of record at any time by the Architectural Control Committee and may be amended, modified and restated from time to time as determined in the discretion of the Architectural Control Committee.
- 1.04 "Association" shall mean and refer to the Association as described below in Section 4.01, its successors, replacements, and assigns.
- 1.05 "Common Properties" and/or "Common Areas" (regardless of which term is used) shall mean all real property owned by the Association, regardless of when acquired, that is for the common use and enjoyment of the Owners, and shall include streets, roads, limited lighting, drainage structures, drainage easements, access easements and other common improvements. The Common Area to be owned by the Association shall initially consist of all the streets, drainage easements, limited lighting of the entrance improvements to the Phased Subdivision such as a sign of the name of the Phased Subdivision and the common mail kiosk, access easements, common mail kiosk or similar facilities, and other common improvements. In certain circumstances, Common Areas and/or Common Properties may not be owned by the Declarant or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by Declarant or the Association but which are maintained by the Association or the Declarant for the use and benefit of the Owners; such Common Areas and/or Common Properties shall include drainage ditches within, adjoining or serving any part of the Phase Property, which the Association may deem desirable to mow or otherwise maintain.
- 1.06 "Declarant" means the Declarants named above, and, regardless of where used in this Additional Declaration, includes Declarants' heirs, successors and assigns.
- 1.07 "Development Period" means the period from the date hereof until Declarant has conveyed all of the Lots within the Phased Subdivision and any additional parcels, lots, or Lots that are added to and become subject to this Additional Declaration or become part of the Phase Property pursuant to the provisions of Article X below.
- 1.08 "Lot" shall mean and refer to each of the lots described or shown on the Plat, as

amended from time to time, and any Lots in such additions to the Phase Property as may be brought within this Additional Declaration under the provisions of Article X below.

- 1.09 "Owner" means any owner, whether one or more persons or entities, of title to any Lot, or portion of a Lot, but excluding those having such interest merely as security for the performance of an obligation.
- 1.10 "Plat" includes the Phase 1 Plat described above, the Phase 2 Plat described above, and any replat of or amendment to either of them, and any plat, amendment, or replat of any part of the Phase Property.
- 1.11 "Phased Subdivision" or "Phase Property" means the properties shown by the Phase 1 Plat and/or the Phase 2 Plat and such other tracts out of the Entire Tract as may be brought within this Additional Declaration under the provisions of Article X below.

Notwithstanding any provision of this Additional Declaration to the contrary, the Cooksey Tract is excluded from the terms "Lot," "Phase," "Phased Subdivision," and "Phased Property" and the owners of the Cooksey Tract are excluded from the term "Owner."

ARTICLE II RESERVATIONS AND DEDICATION

2.01 Roads, Streets and Utilities. Roads, streets and utility easements may be dedicated to the public pursuant to the Plat, which shall include the right of the appropriate governmental authority to construct, operate, maintain, inspect, reconstruct and repair roads and streets, together with the right to connect such roads and street with other roads and streets, and the right of appropriate utilities or governmental authorities to lay, construct, maintain, operate, repair, replace and remove utility lines (including but without limitation, water lines, sewer lines, gas lines, electric lines, telephone and communication lines, and cable television lines, whether located above or below ground).

2.02 Reserved Rights. For purposes hereof, Declarant and its successors and assigns shall also have the right of access to and across each Lot in the Phased Subdivision for the purpose of constructing, operating, maintaining, inspecting, reconstructing and repairing such roads and streets, together with the right to connect such roads and street with other roads and streets and for the purpose of laying, constructing, maintaining, repairing and replacing the public and/or private utility lines. Any claims for damages, if any, by the construction, maintenance, repair thereon or replacement thereof on account of temporary or other inconvenience caused thereby against the Declarant or any public or private company or any other agent or servants, are hereby waived by any Owner and any Owner's heirs, successors and assigns.

ARTICLE III USE RESTRICTIONS

The Phase Property and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used only as follows and subject to the following terms, conditions, limitations, covenants, and restrictions:

3.01 Residential Purposes. Each Lot (including land and all improvements on each Lot) may only be used and occupied for single family residential purposes, together with limited agricultural uses that are secondary and incidental to the residential purpose, and no Owner or other occupant may use or occupy any Lot, or permit the same or any part, thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner (or such Owner's tenant) and their families and domestic servants employed on the premises and for incidental agricultural uses described above. As used herein the term "single family residential purposes" specifically excludes and prohibits, but without limitation, the use of any Lot for a multifamily divided dwelling, duplex apartment, garage apartment, or other apartment use; provided, however, an Owner may construct a second residence on a Lot for private use as an apartment by a member of the Owner's family or by a domestic servant employed by the Owner and further provided nothing in this Declaration prohibits or restricts the use of a Lot for residential purposes by unrelated persons where such unrelated persons' use of the Lot for residential purposes is protected by Applicable Law.

3.02 Construction Requirements.

(a) The building plans and exterior design, color and appearance of all dwellings and all other structures and improvements of any kind to be constructed or erected on any Lot must be approved by the Architectural Control Committee prior to the start of construction. The exterior surface of all dwellings, buildings and all other structures and improvements of any kind shall be constructed of materials and shall be of an appearance and color approved by the Architectural Control Committee. Unless otherwise approved by the Architectural Control Committee, the exterior of each dwelling shall be constructed substantially only of brick, stone, Hardieplank and/or Hardietrim. Vinyl siding and vinyl trim (or similar) are prohibited in all structures, except only as material in eaves alone. The Architectural Control Committee will only approve building materials which are of a grade and quality acceptable to the Architectural Control Committee. The roof pitch of any structure must be approved in writing by the Architectural Control Committee. Exterior paint and stain colors and the color of any bricks, exterior surfaces, doors and roofs must be approved by the Architectural Control Committee, and except with the express approval of the Architectural Control Committee all structures other than the main dwelling (each such structure other than the main dwelling structure being referred to as an "Accessory Building") shall be neutral in color. No Accessory Building shall be larger than 40' x 60' and the maximum eave height of any Accessory Building shall be 14' from the ground. No Accessory Building may be used as a residence or overnight dwelling, even temporarily, unless at the same time as such use the main dwelling is then under construction beyond the foundation stage and such construction of the main dwelling is being diligently prosecuted and maintained to completion within the required period specified in subsection (c) below and any such residence or dwelling use of any Accessory Building may not continue for a period of longer than six (6) months, total. The Architectural Control Committee may impose any rules and restrictions it determines are reasonable and desire regarding requirement of building materials, appearance, color and building specifications in order to provide for and promote general uniformity in the Phased Subdivision.

(b) All improvements of any kind shall be constructed in accordance with any future Architectural Control guidelines (the "Architectural Control Guidelines") adopted and approved by the Architectural Control Committee. All buildings and improvements of any kind must be constructed by a builder approved by the Architectural Control Committee. The Architectural Control Guidelines may be amended from time to time by the Architectural Control Committee. The Architectural Control Guidelines, as may be amended from time to time, may, but are not required to be, filed of record and may be published and made public in any way determined by the Architectural Control Committee, including but not limited to, filing them of record, publishing them on any website maintained by the Declarant, the Association or the Architectural Control Committee, or providing them in paper form to any person who requests them. The Architectural Control Guidelines, as adopted and amended from time to time by the Architectural Control Committee, may prohibit or restrict the construction or installation of certain types of structures, facilities or other improvements, including but not limited to, swimming pools, spas, outbuildings, boat sheds, RV sheds, fences, ponds and other improvements.

(c) Upon the sale of any Lot in the Phased Subdivision by the Declarant to any third party, the third party who purchases such Lot (the "Initial Purchaser") must start construction of the main dwelling structure to be built on such Lot within twenty-four (24) months from the date the Initial Purchaser acquired ownership of the Lot, provided, however, Declarant in its discretion may modify this requirement and extend the period that such construction must start. Such construction must be completed in accordance with all of the requirements set forth in these restrictions and in strict compliance with the standards and specifications established by the Architectural Control Committee, as may be published and amended from time to time. Without limiting the generality of the foregoing, once construction is started the owner must diligently proceed with completion of construction and must substantially complete the construction of the improvements within twenty-four (24) months after construction started. Unless otherwise approved by the Architectural Control Company, if the Lot is sold by the Initial Purchaser, any subsequent buyer and owner to start construction of the residence and such construction must still start within twenty-four (24) months from the date the Initial Purchaser acquired ownership of the Lot. If the owner of the Lot fails to start construction of the residence within the time required by these restrictions, then the Declarant or any assignee designated by the Declarant shall have the option to repurchase the Lot from the then current owner for a cash purchase price equal to eighty-five percent (85%) of the original purchase price paid to the Declarant by the Initial Purchaser, which option may be exercised by the Declarant any time before construction of the residence has started on such Lot. If the owner of the Lot fails to timely start construction or fails to diligently proceed with completion of construction of the residence on the Lot in accordance with these restrictions and the standards and specifications established by the Architectural Control Committee, then a special assessment shall be imposed on the owner and the Lot in an amount to be determined by the Board of Directors of the Association for each for each day (not to exceed any amount specified by Applicable Law including Section 202.004 of the Texas Property Code, as amended) that the owner is in breach of these restrictions, which assessment shall be payable to the Association, and which assessment shall be secured by a lien on the Lot that is enforceable in the same manner as all other Assessments provided for in Article V of these restrictions.

3.03 Replatting. No Lot shall be replatted or resubdivided, provided, however, that

Declarant shall have and reserves the right, at any time, or from time-to-time, upon compliance with Applicable Law, to file a replat of the Plat to effect a resubdivision or reconfiguration of any Lots then owned by Declarant without the necessity of getting the approval or signature of any of the Owners. Owners shall not unreasonably withhold or delay any necessary joinder in or consent to the replat or amendments to the Plat, but nothing herein shall require that Declarant obtain of such consent, joinder or approval of the Owners. The privilege to replat Lots owned by the Declarant reserved in this section shall be exercisable only by Declarant.

3.04 Combining Lots. If approved by the Architectural Control Committee, any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure on a Lot (the plans and specifications therefor must be approved as set forth in this Additional Declaration) and such other improvements as are permitted herein, provided, however, any such consolidation must comply with the requirements and guidelines imposed by the Architectural Control Committee and the rules, ordinances and regulations of any governmental authority having jurisdiction over the Phase Property. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Additional Declaration, provided, however, such Owner shall continue to pay Assessments on such Lots and shall be entitled to the number of votes as if such Lots had not been consolidated. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining portions of Lots into a single building site is prohibited.

3.05 Minimum Living Space. The main residential dwelling constructed on any Lot must contain a minimum of 2,200 square feet of living space. For purposes hereof, living space shall mean the interior of the dwelling for which ventilation, heating and air conditioning is provided, and porches, garages, and other spaces that are not air conditioned are excluded from the number of square feet to be counted.

3.06 Setback Requirements and Building Location. No dwelling, building, garage, carport, storage building, accessory building, storage tank, barn, stock pen, shelter, or any other structure of any type may be erected on any Lot nearer to the front property line than one hundred feet (100') and no such dwelling, building, garage, carport, storage building, accessory building, storage tank, barn, stock pen, shelter, or any other structure of any type may be located nearer than fifty feet (50') to any side street line, any rear Lot line, or any side Lot line. The "front" of a Lot is the longest Lot line adjoining a public road.

3.07 Drainage. Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the structure to be constructed on a Lot has been substantially completed, the Lot will be graded so that surface water will flow to streets, ditches, canals, drainage easements, or Common Properties, and in conformity with the general drainage plans for the Phased Subdivision as determined and established by Declarant and the Architectural Control Committee.

3.08 Utilities. Each residence situated on a Lot shall be connected to electrical utility lines as soon as practicable after same are available at the Lot line. All utility service lines between meter points and dedicated utility easements shall be underground unless otherwise approved in writing by the Architectural Control Committee. Sewer service will be by private septic system installed on each Lot at the Owner's expense, and each private septic system must at all times satisfy Applicable Law and must be maintained in a sanitary and good operating condition. Septic tanks and systems must not drain into any ditch, natural drain, or other excavation and all spray fields or leach fields associated with such sewer systems shall be located only to the rear of the main residential structure for such Lot. Each Owner must pay all applicable fees and charges relating to the use of the utilities, including water systems, as may be established and assessed from time to time; any such fees and charges shall be billed directly to the Owner.

3.09 Elevation Requirements. The minimum finished floor elevation of each foundation of any dwelling on a Lot shall be the higher of (a) twenty-nine feet (29') above mean sea level or (b) eighteen inches (18") above natural ground level, or (c) such other elevation as may be required under any Applicable Law, in writing by Jefferson County Drainage District No. 6 or any successor or similar governmental authority having jurisdiction over the Lot. Notwithstanding the foregoing, Declarant makes no representation or warranty regarding the minimum elevation requirements imposed by Applicable Law or necessary to protect a structure from flooding.

3.10 Landscaping. All Lots shall be landscaped in accordance with the landscaping requirements established by the Architectural Control Committee Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the written approval of the Architectural Control Committee Weather permitting, each Lot shall be fully landscaped within the time required by the Architectural Control Committee Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition and in accordance with the requirements established from time to time by the Architectural Control Committee Prior to occupancy of a residence constructed on any Lot, the front yard, side yards and rear yards must be planted with sod grass, to be acquired only from Doguet Grass Farm in Jefferson County, Texas at wholesale price, and landscaped in a manner acceptable to the Architectural Control Committee, and there must be at least two (2) living shade trees planted in the front yard. Each shade tree shall be an existing tree or newly planted tree at least six feet (6') in height and at least two inches (2") caliper measured eighteen inches (18") from the ground. Newly planted trees must be oaks, pines, elms, sycamores or other similar native shade tree species or such other shade tree species as shall be approved from time to time by the Architectural Control Committee.

3.11 Fences, Walls and Hedges. No fence, wall or hedge shall be erected, placed or altered on any Lot unless otherwise approved and permitted by the Architectural Control Committee. Barbed wire fences and barbed wire strands are prohibited. The Architectural Control Committee may establish requirements for the types of materials that may be used for fences, walls and hedges, the minimum and maximum heights of fences, walls and hedges, the location of fences, walls and hedges on any Lot, and requirements for maintaining and repairing fences, walls and hedges.

3.12 Trash Receptacles, Collection and Waste Materials. Each Lot Owner shall make or cause to be made regular and appropriate arrangements with a waste disposal company approved by the Association for collection and removal of garbage and trash on a regular basis. If the Owner fails to make such provisions, the Association may do so and assess the costs thereof to the Owner and enforce the same as if such costs were an Assessment under this Additional Declaration. Every Owner shall observe and comply with any and all regulations or requirements promulgated by the Association in connection with the storage and removal of trash and garbage. Garbage cans and other receptacles shall (except only on the same 24 hour period of collection when placed on a street or drive for regular collection purposes) be hidden or screened from public view. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter, nor for the storage of any junk vehicles and nor for the repair of any equipment, motor vehicle, boat or marine vessel except on an immediate or urgent basis or within enclosed structures. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, or other containers approved by the Association, and which shall be maintained in a clean and sanitary condition. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on 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 unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot and no open fires or burning shall be permitted upon any Lot without the prior approval of the Association.

3.13 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No mobile home, mobile, modular or prefabricated home, tent, or shack, except as may otherwise be permitted under this Additional Declaration shall be placed on any Lot or used as a residence on any Lot, either temporarily or permanently, and no existing or pre-fabricated or pre-constructed structure shall be moved onto any Lot from another location. These Restrictions do not prohibit secondary residences, garages, carports, barns, storage buildings, or sheds otherwise satisfying this Additional Declaration provided that such structures are only incidental to the primary use of the Lot as a residence of the Owner or the Owner's tenant. Further, notwithstanding the limitations of this Additional Declaration, temporary structures, facilities and improvements used principally in connection the sale or pre-sale of Lots by Declarant or principally in connection with the construction of permitted improvements on Lots are permitted only for the limited period reasonably necessary; such facilities may include a temporary office building, trailers, storage area, signs, portable toilet facilities and/or sales offices. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of construction and sales operations on the Phase Property, but in no event shall a builder have such right for a period in excess of one (1) year after the date of substantial completion of his last residence on the Phase Property. Except as specifically permitted for temporary sales or construction facilities, no outside toilets or privies shall be constructed on any Lot. No trailer of any sort may be used or occupied as a residence or dwelling on any Lot. Any truck, bus, recreational vehicle, boat, boat trailer, jet ski, motorcycle, trailer, mobile home, campmobile, camper, tractor, farm equipment, lawn equipment or any vehicle other than conventional automobile shall, if brought within the residential area of the

Phased Subdivision, be stored, placed or parked within the garage of the apocopate Owner or concealed from view from adjoining Lots, Common Properties, and public streets, unless approved in writing by the Architectural Control Committee. Temporary permits for any such types of vehicle or equipment may be granted in the discretion of the Architectural Control Committee.

3.14 Drilling and Mining Operations. To the maximum extent permitted, these Restrictions prohibit the mineral drilling or development operations, refining, quarrying or mining operations of any kind on or in any Lot. No water wells that (a) supply, deliver, or sell water to any property other than the Lot on which such well is located or (b) serve any other purpose than permitted residential and incidental agricultural uses shall be permitted upon or in any Lot.

3.15 Offensive or Commercial Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Lots or their Owners. No commercial activity shall be carried on upon any Lot except incidental agricultural activity that is otherwise permitted under Section 3.01 above.

3.16 Animals. Animals, livestock and poultry on any Lot are subject to the following restrictions:

(a) No more than four (4) dogs and two (2) cats are permitted to be kept on any Lot (the foregoing limit does not include dogs or cats generally kept inside a residence at all times);

(b) No more than one large animal is permitted on any Lot; the term "large animal" means only a horse, cow, goat, or sheep. The term "large animal" includes swine only if the swine is designated with 4-H, FFA, Young Farmers, or a similar educational and/or scholarship programs for participation in such program; swine are prohibited on a Lot if there are any other large animals on the Lot. Llamas, alpacas, and other animals that are similar in size to any of the foregoing (horse, cow, goat, sheep, or swine) not specified in the preceding sentences are prohibited on any Lot.

All dogs, large animals, and swine must be controlled by fencing and gates, leashes, pens, or other restraints to prevent such animals from roaming outside of the Lot on which such animals are being kept.

3.17 Duties of Owners. Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, structure, improvements, fences, landscaping, grounds and drainage easements or areas and vacant land, in a well-maintained, safe, clean, neat and attractive condition at all times, including controlling and mowing weeds and cleaning and repainting the exterior of buildings and other structures, and any fences or other improvements. If the owner of the Lot fails to maintain such owner's Lot as required by this Section 3.17, then a special assessment may be imposed on the owner and the Lot in an amount to be determined by the Board of Directors of the Association for each for each day (not to exceed any amount specified by Applicable Law including Section 202.004 of the Texas Property Code, as amended) that the owner is in breach of these restrictions, which assessment shall be payable to the Association, and

which assessment shall be secured by a lien on the Lot that is enforceable in the same manner as all other Assessments provided for in Article V of these restrictions.

3.18 Hunting and Firearms. No discharge of any rifle or pistol is allowed from or in the Phased Subdivision. Hunting within or from any part of the Phased Subdivision is permitted only in accordance with Applicable Laws, and only using bow and arrow, cross bow, or shotgun.

3.19 Maintenance of Common Area and Common Properties. All landscaping and improvements placed or erected on the Common Area or Common Properties by Declarant or the Association shall be owned and maintained by the Association. For purposes hereof, the Association may contract with Declarant, any person or company affiliated with or related to Declarant, and any other person or company to maintain the Common Area and Common Properties on behalf of the Association, which contracts may be for such term and on such conditions as the Board of Directors of the Association may approve.

ARTICLE IV PROPERTY OWNERS ASSOCIATION

4.01 Property Owners Association. Declarant will organize or cause to be organized a non-profit association or non-profit corporation (the "Association") which will be organized for the purposes hereinafter mentioned, and such Association shall be called "PINE ISLAND ESTATES OWNERS' ASSOCIATION, INC." or such other name as may be selected by the Declarant. The Association shall have the right and obligation to maintain the Common Area and Common Properties once Declarant turns over and assigns such right and obligations to the Association. The Association shall administer the maintenance fund hereinafter provided within these restrictions. The Association shall have all of the powers and authority set forth in any Certificate of Formation and Bylaws, together with the general powers of a nonprofit corporation or non-profit association, and together with the powers and authority set forth in this Additional Declaration, and shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by Applicable Law. If necessary, due to lapse of authority, forfeiture of existence, cancellation of charter, or similar occurrences after the Development Period, a substitute "Association" formed with the consent of the same number of Owners as a vote for amendment of this Additional Declaration would then require may take the place of a previous Association.

4.02 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association. Each Lot shall carry with it one vote in the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot.

4.03 Bylaws. The Association shall have Bylaws that set forth such other and further rules and regulations governing the Association and its operation. The Board of Directors of the Association shall further have the right to set and impose fines on any Owner who shall fail to comply with such rules and regulations.

4.05 Limitation on Rights of Association and Members. During the Development Period,

to the maximum extent the following provisions of this Section 4.05 are permitted by Applicable Law, no Member and no owner of any Lot shall be entitled to exercise any voting rights with respect to election, designation, replacement, or removal of the members of the Board of Directors of the Association and Declarant shall retain all voting rights with respect to election, designation, replacement, or removal of members of the Board of Directors of the Association and each owner of a Lot hereby irrevocably appoints and designates Declarant as its sole agent to exercise all voting rights on behalf of the owner with respect to the owner's membership interest in the Association for the purpose of electing, designating, removing, or replacing members of the Board of Directors of the Association. Declarant agrees that it automatically relinquishes such retained rights to control the Board of Directors and transfers and assigns such rights of control of the Phased Subdivision and the Association to the Board of Directors and its members immediately upon the expiration of the Development Period.

ARTICLE V COVENANTS AND MAINTENANCE ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. Each purchaser and Owner of any Lot, by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay to the Association (or to an entity or collection agency designated by the Association) (1) annual maintenance assessments or charges (as specified in Section 5.04 hereof), such assessments to be fixed, established and collected from time to time as herein provided, (2) special assessments for capital improvements and other purposes (as specified in Section 5.05 hereof), such assessments to be fixed, established and collected from time to time as hereinafter provided, and (3) individual special assessments levied against one or more Owners to reimburse the Association for any reasonable expenses incurred in enforcing these Restrictions against any Owner and for extra costs for maintenance and repairs caused by the willful or negligent acts or omissions of such Owner or Owners, his Tenants (if applicable), and their respective family, agents, guests and invitees, and not caused by ordinary wear and tear (as specified in Section 5.05 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 5.01, or any other amounts due under this Additional Declaration specified to be treated as an Assessment hereunder (hereinafter, the "Assessment" or the "Assessments") together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which any such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the Assessment fell due. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. Existing obligations of an Owner to pay Assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or an action at law subsequent to the date the Assessment was due, provided, however, any such foreclosure proceeding or action at law shall not relieve such new

Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

5.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for (i) the purpose of enforcing these restrictions and for the promotion of the recreation, comfort, health, safety and welfare of the Owners and/or the residents of the Phased Subdivision, (ii) managing the Common Area and Common Properties, (iii) enhancing the quality of life in the Phased Subdivision and the value of the Lots, (iv) improving and maintaining the Common Area and Common Properties, the properties, services, improvements and facilities devoted to or directly related to the use and enjoyment of the Common Area and Common Properties, including, but not limited to, the payment of taxes on the Common Area and Common Properties and insurance in connection therewith and the repair, replacement and additions thereto; (v) paying the cost of labor, equipment (including, the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Area and Common Properties, (vi) carrying out the powers and duties of the Board of Directors of the Association as set forth in this Additional Declaration and the Bylaws, (vii) paying the contractual obligations, debts and liabilities of the Association, (viii) carrying out the purposes of the Association as stated in its Certificate of Formation, (ix) pay all costs associated with the operating the Common Areas, including but not limited to, utilities, landscaping and maintenance, and (x) carrying out the powers and duties relating to the Architectural Control Committee, after Declarant has delegated or assigned such powers and duties to the Association.

5.03 Improvement and Maintenance of the Common Area and Common Properties. Prior to Conveyance to the Association initially, all improvement of the Common Area and Common Properties shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Association. After the initial improvements to the Common Area and Common Properties are substantially completed and until the date of the conveyance of the title to the Common Area and Common Properties to the Association, the Declarant, on behalf of the Association, shall have the responsibility and duty (but with right of Assessment against all Owners) of maintaining the Common Area and Common Properties, including, but not limited to, the payment of taxes on and insurance in connection with the Common Area and Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Area and Common Properties. In this regard, and until the Common Area and Common Properties are conveyed to the Association, all Assessments collected by the Association (less such amount required for the operation of the Association) shall be promptly paid by the Association to Declarant, to the extent that such Assessments are required by Declarant to maintain the Common Area and Common Properties as set forth in this Paragraph. The Association may rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to maintain the Common Area and Common Properties hereunder.

5.04 Annual Maintenance Assessments. Each Lot and property owner shall be subject to an annual maintenance assessment to provide and pay for any of the purposes set forth in Section 5.02 above (sometimes referred to as the "Annual Maintenance Assessment"). The following provisions shall apply for the Annual Maintenance Assessment.

(a) Commencing with the year beginning January 1, 2017, and each year thereafter, each Member shall pay to the Association an annual maintenance assessment in such amount as set by the Board of Directors, at its annual meeting next preceding such January 1, 2017, and each successive January 1 thereafter, except that the meeting setting forth the first year's assessment may take place at any time during 2017. At no time shall the annual maintenance assessment ever be greater than \$600 per Lot per year unless a greater amount is approved by the vote of a majority of the Owners of all Lots in the Phased Subdivision.

(b) Subject to the limitations in Section 5.04(a) above and the provisions of Section 5.04(c) below, the rate of annual maintenance assessments may be increased by the Board. The Board may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year.

(c) An increase in the rate of the annual maintenance assessments as authorized by Section 5.04(b) hereof in excess of twenty-five percent (25%) of the preceding year's annual maintenance assessments must be approved by the majority vote of the Members of the Association.

(d) When the annual maintenance assessment is computed for Lots, all or a portion of such annual maintenance assessment shall be payable to the Association by the Member, provided, however, notwithstanding anything herein to the contrary, Declarant shall not be liable for or obligated to pay regular annual assessments on any unimproved Lot, nor on any improved Lot until thirty (30) days after improvements have been substantially completed thereon. Furthermore, notwithstanding anything herein to the contrary, a Builder (as that term is hereinafter defined) shall not be liable for or obligated to pay regular annual assessments on any Lot owned by such Builder until the earliest of (i) the substantial completion of improvements thereon, (ii) the conveyance by such Builder of the Lot (except a reconveyance to Declarant), or (in) one year after such Builder has acquired record title to such Lot. For the purposes of this document, the term "Builder" shall be construed to mean a person or entity that purchases or acquires from Declarant one or more unimproved Lots for the purpose of construction of improvements thereon for sale to the public.

(e) The Board of Directors may provide that annual maintenance assessments shall be paid monthly, quarter-annually, semi-annually or annually on a calendar year basis no later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall (i) estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year, (ii) determine, in a manner consistent with this Additional Declaration, the amount of the annual maintenance assessments to be paid by each Member, and (iii) establish the date of commencement of the annual maintenance assessments. Written notice of the annual maintenance assessments to be paid by each Member and the date of commencement thereof shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the Board of Directors.

(f) The annual maintenance assessments shall include reasonable amounts, as determined by the Members or by the Board, collected as reserves for the future periodic maintenance, repair

and/or replacement of all or a portion of the Common Area and Common Properties Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance assessments

5.05 Special Capital Assessments and Special Individual Assessments.

(a) In addition to the annual maintenance assessments authorized in Section 5.04 hereof, the Board of Directors of the Association may levy in any calendar assessment year a special capital assessment for the purpose of (i) defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Phase Property or Common Area or Common Properties, including the necessary fixtures and personal property related thereto (ii) maintaining portions of the Common Area and Common Properties and improvements thereon, including but not limited to, maintaining, repairing and replacing streets, roads, lights, ditches and landscaping or (iii) carrying out other purposes of the Association, provided, however, that any such special capital assessment levied by the Association must be approved by at least two-thirds (2/3) vote of each class of Members who are voting, either in person or by proxy, at a meeting duly called for that purpose at which a quorum of Members is present. Any special capital assessment levied by the Association shall be paid by the Members directly to the Association on such date or dates as determined by the Board of Directors. All such amounts collected by the Association may only be used for the purposes set forth in this Section 5.05. Written notice of any meeting of the Members called for the purpose of taking action to approve a proposed special capital assessment shall be sent to all Members not less than ten (10) days and not more than sixty (60) days, in advance of such meeting. Such notice shall state that the purpose (or one of the purposes) of the meeting is to vote upon a special assessment, specifying the purpose of the proposed special assessment. At the first such meeting called, the presence of Members, either in person or by proxy, entitled to cast fifty percent (50%) of more of all of the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at such second meeting shall be one-half (½) of the required quorum for the first meeting. Such second meeting shall be held not more than sixty (60) days after the first called meeting.

(b) The Board of Directors of the Association may levy special individual assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to the Phase Property or Common Area or Common Properties and improvements thereto occasioned by the willful or negligent acts of such Owner or Owners and not ordinary wear and tear, (ii) for payment of fines, penalties or other charges imposed against an Owner or Owners relative to such Owner's failure to comply with the terms and provisions of this Additional Declaration, the Bylaws of the Association or any rules or regulation promulgated hereunder, and (iii) to reimburse the Association for all reasonable expenses incurred to enforce these Restrictions, including but not limited to, attorney's fees and litigation expenses. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 5.05 shall belong to and remain with the Association.

5.06 Uniform Rate of Annual Maintenance Assessments and Special Capital Assessments. Both annual maintenance assessments and special capital assessments (excepting therefrom

special individual assessments) must be fixed at a uniform rate (subject to the method of determination of such rate as may be selected by the Board) for all Lots, and be payable as set forth herein. In determining the uniform rate for all Lots, the Board may determine to set and assess such rates in any way that is reasonable and uniform to all Lot owners, including setting a flat per Lot, a rate based on the size of each Lot, a rate based on the frontage each Lot may have to the streets, or under any such other method as determined by the Board. Such rates may differ for different assessments.

5.07 Date of Commencement of Assessments; Due Dates; No Offsets. The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors to be the date of commencement and, except as hereinafter provided, shall be payable monthly, quarter-annually, semi-annually or annually, in advance, on the first day of each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 5.04 hereof as the remaining number of months in that year bears to twelve, provided, however, that if the date of commencement falls on other than the first day of a month, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if to be paid in installments, of any special capital assessment or special individual assessment under Section 5.05 hereof shall be fixed in the respective resolution authorizing such assessment. Annual maintenance, special capital and special individual assessments may be established, collected and enforced by the Declarant at any time prior to the incorporation of the Association. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason. Notwithstanding anything contained herein to the contrary, the regular annual assessments provided for in this Additional Declaration shall not attach to any Lot until the first to occur of the following (i) the conveyance of a Lot by Declarant to an Owner (other than a Builder), (ii) thirty (30) days following the substantial completion of a residence upon a Lot owned by Declarant, or (iii) with respect to a Lot conveyed by Declarant to a Builder, the earlier of the substantial completion of a residence thereon, the conveyance by the Builder of such Lot (except for conveyance to Declarant), or two hundred seventy (270) days after the Builder has acquired title to such Lot. A Builder for purposes hereof shall be a person or entity who acquires a Lot for purposes of construction thereon a residence for sale for a profit and who is in the home construction business. Further, the annual maintenance assessments shall not be applicable to any Lot while such Lot is owned by Declarant.

5.08 Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors shall fix the date of commencement and the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of all assessments shall be given to every Owner subject thereto. Such

notice shall be sent to each Owner at the last address provided by each Owner, in writing, to the Association

(c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Additional Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed

(d) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate signed by an officer or agent of the Association, setting forth whether said assessment has been paid Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid A reasonable charge may be made by the Board for the issuance of such certificates

5.09 Non-Payment of Assessment.

(a) Delinquency Any Assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum applicable lawful rate.

(b) The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon as provided in Section 5.09(a) hereof and the cost of collection thereof, including reasonable attorneys' fees, be a continuing lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to and other liens and charges against the Lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien Such power shall be entirely discretionary with the Board As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing Liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot.

To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a

description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Jefferson County, Texas.

(c) Remedies The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner with the priority set forth in this Section. After recording a notice of the lien, the Association may institute an action against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. If an action is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment (i) the interest provided in this Section, (ii) the costs of preparing and filing the petition or complaint in such action, (iii) the reasonable attorneys' fees incurred in connection with such action, and (iv) any other costs of collection, and in the event a Judgment is obtained, such Judgment shall include interest on the Assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. If then authorized by Applicable Law, to the maximum extent permissible under Applicable Law the Association may suspend the Association membership and voting rights of any Owner who is in default in payment of any Assessment in accordance with this Additional Declaration and/or the Bylaws.

To secure and enforce the payment of all assessments provided for in this Additional Declaration, together with all interest accrued or accruing thereon and attorney's fees and other costs reasonably incurred by the Association in collecting the same, and for the auxiliary and cumulative enforcement of said lien, and in consideration of the sum of \$100 to Declarant in hand paid by the Trustee hereinafter named, and for the further consideration of the uses, purposes and trusts hereinafter set forth, Declarant has granted, sold, and conveyed, and by these presents does grant, sell, and convey unto Michael D. Doguet, Trustee, of Jefferson County, Texas, whose mailing address is 2055 Diamond D Drive, Beaumont, Texas 77713, and any substitute or successor trustee appointed hereunder by Declarant or the Association (each of whom shall have the power to appoint a successor trustee), each of the Lots in the Phased Subdivision, to have and to hold the said Lots unto the said Trustee, and to his substitutes or successors forever Declarant does hereby bind itself, its successors and assigns, to warrant and forever defend the Lots unto the said Trustee, his substitutes, successors and assigns forever, against the claim or claims of all persons claiming or to claim the same, or any part thereof by, through, or under Declarant, and so subject to any superior liens and all items of record in the office of the County Clerk of Jefferson County, Texas on the date hereof affecting the Lots, for and upon the following trusts, terms, covenants, and agreements:

- (i) This conveyance, however, is made in trust to secure the payment of all assessments

provided for in this Additional Declaration (whether now owed or hereafter ever accruing to the Association) Should Declarant, its successors and assigns, make full payment of the assessments hereby secured as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect.

(ii) In the event, however, of default in the payment of any assessment hereby secured, in accordance with the terms of this Additional Declaration, it shall thereupon, or at any time thereafter, be the duty of the Trustee or his successor or substitute, at the request of the Association (which request is hereby conclusively presumed), to enforce this trust against the Lot against which the assessment is due and owing in the manner provided in §51.002 of the Texas Property Code, as then amended, and after giving notice and advertising or posting notice of the sale as provided in said §51.002 and after complying with all Applicable Laws, including Chapter 209 of the Texas Property Code, as then amended, the Trustee shall sell the Lot (including any improvements thereon) at public sale as provided in said §51.002 and make due conveyance to the purchaser or purchasers thereof, with covenants of general warranty binding upon the then Owner of such Lot and such Owner's heirs, executors, administrators and successors.

(iii) Out of the money arising from such sale, the Trustee acting shall first pay all expenses of advertising said sale and making the conveyance (including a Trustee's fee of 5% of the gross sales proceeds), and then to the Association the full amount of assessments owing, together with interest thereon and reasonable attorneys' fees and expenses, rendering the balance of the sale price, if any, to the Owner of said Lot prior to such sale, his heirs or assigns, or to such other person or persons as may be legally entitled thereto. The recitals in the conveyance to the purchaser or purchasers of such Lot shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Owner of such Lot prior to such sale, his heirs, executors, administrators, successors and assigns.

(iv) It is agreed that in the event foreclosure should be commenced by the Trustee, or his substitute or successor, the Association, as beneficiary hereunder, may at any time before the sale of the Lot direct the abandonment of the sale and may then institute suit for the collection of the assessments, interest and collection costs then owing to the Association, and, at the election of the Association, for judicial foreclosure of the assessment lien. It is further agreed that if the Association should institute suit for collection or for judicial foreclosure of the assessment lien, the Association may, at any time prior to the entry of a final judgment in said suit, dismiss the same and require the Trustee, or his substitute or successor, to sell the Lot against which the assessment is then owing in accordance with the provisions of this Section 5.09(c).

(v) In case of the absence, resignation, death, inability, failure or refusal of the Trustee herein named or of any substitute trustee appointed hereunder to act, or in the event that the Association shall deem it desirable to remove the Trustee or any substitute trustee, whether with or without cause, and appoint another to execute this trust, then in any of such events, the Association shall have the right and is hereby authorized and empowered to appoint a successor and substitute without any formality other than an appointment and designation in writing, and this appointment shall vest in him, as substitute or successor trustee, the estate and title in and to all said Lots, and such substitute trustee shall thereupon hold, possess, and execute all the rights, title, powers and

duties herein conferred upon the Trustee named herein. The right to appoint a successor substitute trustee shall exist as often and whenever from any of said causes any trustee, original or substitute, cannot or will not act, resigns, or has been removed, whether with or without cause.

(vi) The exercise or attempted exercise of the power of sale herein contained shall not exhaust the power of sale and shall not prevent and subsequent exercise thereof.

(vii) The Association, as beneficiary hereunder, if it is the highest bidder, shall have the right to purchase at any sale of a Lot pursuant hereto and to have the amount for which such Lot is sold credited against the indebtedness then owing on such Lot to the Association.

(viii) It is especially agreed that in the event of a foreclosure under the powers granted herein, the person in possession of the Lot sold shall thereupon become a tenant at will of the purchaser or purchasers at the foreclosure sale. Should such tenant then refuse to surrender possession of the Lot upon demand, the purchaser or purchasers shall be entitled to institute and maintain a statutory action for forcible detainer of said Lot in the Justice of the Peace Court for the Justice precinct in which the Lot is situated. The bringing of an action for forcible detainer shall not preclude any other action for the possession of said Lot, and the pursuit of one character of action shall not preclude the other and same may be exercised separately or simultaneously.

(d) Notice to Mortgages The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Phase Property shall, report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.

5.10 Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments shall be subordinate and inferior to the lien of any perfected First Mortgage granted by an Owner in good faith now or hereafter recorded against any Lot. A First Mortgage is defined as (a) a mortgage or deed of trust which has first priority under Applicable Law, (b) a mortgage or deed of trust securing an "equity loan" pursuant to §50(a)(6) of Article XVI of the Texas Constitution, or (c) a mortgage or deed of trust securing a "reverse mortgage" pursuant to §50(a)(7) of Article XVI of the Texas Constitution, provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

5.11 Exempt Property. The following property subject to this Additional Declaration shall be exempted from the assessments, charges and liens created in Section 5.04 and Section 5.05(a) hereof:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use, and
- (b) All Association Properties and all Common Areas.

5.12 Estoppel Information from Board with Respect to Assessments. The Board shall upon demand at any time furnish to any Owner liable for an Assessment, a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board of Directors of the Association for the issuance of such certificates. Within ten (10) days after the date a written request for Phased Subdivision information is received from an Owner, Owner's agent, or a title insurance company or its agent acting on behalf of an Owner, the Association shall deliver to the Owner, Owner's agent, or the title insurance company or its agents, (i) a current copy of the Additional Declaration applying to the Addition, (ii) a current copy of the Bylaws and rules of the Association, and (c) a resale certificate that complies with §207.003(b) of the Texas Property Code, as amended. The Association may establish and collect a reasonable charge to assemble, copy, and deliver the information required by §207.003 of the Texas Property Code, as amended.

ARTICLE VI ARCHITECTURAL REVIEW

6.01 Approval Required by Architectural Control Committee. No building, structure, fixture or improvement of any kind may be erected or constructed, and no exterior addition to or change in any structure may be made (including repainting or re-roofing involving a change in exterior color scheme), and no building, outbuilding, fence, wall, hedge, room addition, residence, structure, porch, terrace, antenna or other projection from a structure (whether of a temporary or permanent nature, and whether or not such structure shall be affixed to the ground) nor any other improvement (including but not limited to, swimming pools, hot tubs, spas, fountains, fences, outdoor kitchen, sport courts, basketball goals, landscaping, light fixtures, mailbox nor any other type of improvement) may be constructed, commenced, erected, maintained, improved or altered, nor may any grading, excavation, tree removal, planting, change or exterior color or other work which in any way alters the exterior color or other work which in any way alters the exterior appearance of any Lot or improvement be done on any Lot, until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted in writing and approved in writing by the Architectural Control Committee (hereinafter sometimes called the "Committee" regarding (a) the harmony of its exterior design and location in relation to, and its effect upon surrounding structures, vegetation, topography, and the overall community design of the Phase Property, (b) the type and quality of the exterior materials, (c) the quality of the exterior workmanship, (d) the location of the planned improvements with respect to topography and in relation to other existing or planned structures in the Phased Subdivision, and (e) compliance with the terms of this Additional Declaration and Guidelines adopted by the Architectural Control Committee. The plans submitted to the Committee shall at a minimum show the (a) kind, shape, size, height and exterior color scheme, (b) the locations of all improvements, including driveways, sidewalks, and off-street parking, (c) utility installations, (d) the kind, nature, and quality of materials, (e) finished grade, topography, and elevation, and (f) site landscaping.

6.02 Appointment of Committee. The Committee shall be composed of at least three (3) members. The initial members of the Committee shall be appointed by Declarant. The Declarant shall have the right, in its sole discretion, to remove any existing member of the Committee and to increase the number of members of the Committee and to appoint such additional member(s) as

may be required to fill the vacancy or vacancies resulting from the increase in the number of the members thereof, such action to be taken and effected by Declarant (or its successor) executing a written instrument reflecting such action and filing it for record in the office of the County Clerk of Jefferson County, Texas. Upon the failure to appoint an Architectural Control Committee, the Board of Directors of the Association shall serve as the Architectural Control Committee. Persons serving on the Committee shall not be entitled to compensation for services performed on the Committee, provided, however, the Board of Directors may approve and authorize the payment of reasonable compensation for service on the Committee by any architect, engineer, attorney or other licensed professional. In addition, the Committee, with the approval of the Board of Directors, may employ one or more architects, engineers, attorneys, or other consultants to assist the committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee.

6.03 Regulation. The Architectural Control Committee shall regulate the external design, appearance and location of the Phase Property and of improvements thereon in such a manner as (a) to comply with the terms and restrictions set forth in this Additional Declaration, (b) to promote those qualities in the environment which bring value to the Phase Property, and (c) to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation and topography.

6.04 Failure to Respond. If the Architectural Control Committee fails to respond in writing to an application within sixty (60) days after the plans and specifications in writing have been submitted to the secretary, in accordance with adopted procedures, approval will be deemed granted.

6.05 Guidelines. The Architectural Control Committee shall develop and promulgate Architectural Control Guidelines for the application of the architectural review provisions in this Additional Declaration. The Guidelines shall include (a) review procedures, (b) aspects and objectives of review, and (c) principles and criteria used as standards in determining the achievement of the required objectives. The Guidelines may also include specific design objectives. The Guidelines may also include specific design practices that, although optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Phase Property. The Guidelines are intended to assist the Architectural Control Committee and the Owners of Lots in the ongoing process of community design. They may be modified and supplemented from time to time in the discretion of the Architectural Control Committee.

6.06 Vacancies In the event of the death or resignation of any member of the Committee, the remaining member(s) of the Committee, even though less than a majority may appoint a successor to the Committee by written instrument executed by the remaining member(s) of the Committee and filed for record in the Office of the County Clerk of Jefferson County, Texas. If all of the members of the Committee die, resign or refuse or are unable to serve, then the Declarant (or its successor) shall have the authority to appoint successor members of the Committee by written instrument executed by the Declarant (or its successor) and filed for record in the Office of the County Clerk of Jefferson County, Texas. If all members of the Committee die, resign, or refuse or are unable to serve and the Declarant (or its successor) has not appointed successor

members within one hundred eighty (180) days after the death, resignation, or refusal or inability to serve of the last of the Committee members, then the Association, through its Board of Directors, shall exercise the authorities herein granted to the Committee. In addition, at any time after thirty-five (35) years from the date of this Additional Declaration, the Association, by written instrument approved by its Board of Directors and recorded in the real property records of Jefferson County, Texas, may change the membership of the Committee or withdraw powers and duties from or restore powers and duties to the Committee. The Declarant may at any time assign its right to control and appoint members to the Committee to the Board of Directors of the Association.

6.07 Manner of Approval Plan approval or disapproval by the Committee as required in this Declarant shall be approved by at least a majority of the members of the Committee, be in writing and be signed by at least one (1) member of the Committee. Approval of Plans (whether actual or deemed) shall not be valid or effective for more than one hundred twenty (120) days, and if, within one hundred twenty (120) days after plan approval, the construction, reconstruction, addition, change, or alteration for which plan approval was obtained has not commenced, then plans must be resubmitted and approved by the Committee before any such construction, reconstruction, addition, change, or alteration may be commenced. There shall be no review of any action of the Committee, except by procedures for injunctive relief when such action is patently arbitrary or capricious, and under no circumstances shall the Committee, any member of the Committee, or any representative of the Committee be liable to or subject to any suit by anyone for damages for any action or failure to act on the part of the Committee, any member of the Committee or any representative of the Committee.

6.08 Liability Neither the Committee, nor any member of the Committee or any representative thereof shall be liable to any person or entity under any theory or under any circumstance in connection with the Committee's approval (whether actual or deemed) of any plans submitted to the Committee for approval, including without limitation, any liability based upon the soundness of construction or adequacy of plans and specifications, mistake of judgment, negligence or nonfeasance, or for any other reason. Neither the Committee nor any member or representative thereof shall have any liability to any person or entity by reason of the construction of buildings or the making of other improvements which shall depart from or be at variance with the plans approved by the Committee.

ARTICLE VII GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

7.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors. Before incorporation of the Association, the Declarant shall select and appoint the Board of Directors. Upon the Association's incorporation, the Board of Directors shall be selected in accordance with the Certificate of Formation and Bylaws of the Association, subject, however, to the provisions of Section 4.05 hereof. The Board, for the benefit of the Phase Property, the Common Properties and the Owners, shall provide, and pay for, out of the funds(s) collected by the Association pursuant to Article V above, the following:

(a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties Expenditures for the repair or installation of capital improvements, not included in the usual maintenance budget, may be paid from the reserve fund as specifically provided in Section 7.05 herein;

(b) Care and maintenance of the private streets, landscaping, screening walls and entry features which may be constructed by Declarant on the Common Properties or on private property. Maintenance includes a repair, rebuilding or cleaning deemed necessary by the Board of Directors;

(c) Should the Board so elect, maintenance of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on the Common Properties and/or the Lots, except for landscaping, and other like improvements which are located within rear yards or side yards enclosed by solid fence, which shall be maintained by the individual Lot Owner. Maintenance services contracted or by the Board in accordance with this paragraph shall be paid for out of Association funds;

(d) The services of a person or firm to manage and/or provide consultation to the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager;

(e) A policy or policies of insurance insuring the Association, its officers and Directors against any liability to the public or to the Owners (and/or their invitees or tenants) incident to the operation of the Association, including, without limitation, officers' and directors' liability insurance;

(f) Workers' compensation insurance to the extent necessary or desired to comply with any Applicable Laws;

(g) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable;

(h) Any other materials, supplies, insurance or property owned by the Association, furniture, labor, services, maintenance, repairs, alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Additional Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Additional Declaration;

(i) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties and any other property of the Association;

(j) To enter into agreements or contracts with insurance companies, taxing authorities and

the holders of mortgage liens on one or more Lots with respect to (i) taxes on the Common Properties and (ii) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned in this Additional Declaration;

(k) To borrow funds to pay costs of operating, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;

(l) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties, expressly including the power to enter into management and maintenance contracts;

(m) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(n) To make reasonable rules and regulations for the operation and use of the Common Properties 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 a majority of the Members, or, with respect to a rule applicable to less than all of the Phase Property, by a majority of the Members in the portions affected;

(o) Subsequent to incorporation, to make available to each Owner, one hundred twenty (120) days after the end of each year, an unaudited annual report;

(p) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency; and

(q) If, as and when the Board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Additional Declaration, the provisions of any Supplementary Additional Declaration, the provisions of any additional restrictive covenants placed upon all or any part of the Phase Property, and any rules made hereunder, and to enjoin and/or seek damages from any Owner for violation of such provisions or rules.

7.02 Board Powers. From and after the date on which the title to the Common Properties has been conveyed to the Association, the Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

7.03 Maintenance Contracts and Other Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with the Declarant, any person or company related to or affiliated with Declarant, and any Owner for the performance by the Association of services for and on behalf of the Board and the Association, with such contracts to be upon such terms and

conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association. The Board shall also have the power and authority to enter into any contract that the Board determines will benefit the Association, the Owners or the Phased Subdivision, with such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association. Without limiting the generality of the foregoing, the Board shall have the power to enter into a contract with any public or private person, company or entity to obtain water service, sewer service, waste disposal service and any other service for the Owners and the Phased Subdivision.

7.04 Liability Limitations. No Member, officer of the Association or member of the Board of Directors shall be personally liable for debts contracted for, or other-wise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise Neither Declarant, nor the Association, nor any of their respective partners, directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. The Common Properties may be subject to storm water overflow, natural bank erosion and other natural or man-made events or occurrences to extents which cannot be defined or controlled. Under no circumstances shall Declarant nor the Association nor any of their respective partners, members, employees, officers, Directors, or agents ever be held liable for any damages or injuries of any kind or character or nature whatsoever resulting from (i) the occurrence of any natural phenomena, (ii) the failure or defect of any structure or structures situated on or within the Common Properties, and (iii) any act, conduct, omission or behavior of any individual, group of individuals, entity or enterprise occurring on, within or related to the Common Properties.

7.05 Reserve Funds. The Board may establish reserve funds, for such purposes as may be determined by the Board, which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and are not net income to the Association Expenditures from any such fund will be made at the direction of the Board. The reserve fund provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Phased Subdivision, and maintaining the Phased Subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors Capital expenditures from this fund may include by way of example, but not be limited to, private street and street light repair, drainage improvements and improvements to bodies of water or other repair of major damage to the Common Properties not covered by insurance.

ARTICLE VIII INSURANCE; REPAIR AND RESTORATION

8.01 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use

to the subject property Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance company.

(b) Public liability and property damage insurance on a broad form basis.

(c) Fidelity bond for all Directors, officers and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.

(d) Officers and Directors liability insurance.

8.02 Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance earner to the Association or contractors designated by the Association as the Board of Directors may direct. 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, as required in this Article, 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 the Common Properties.

8.03 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 Article V of this Additional 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 such Owner's undivided responsibility, pay any excess costs of repair or replacement.

8.04 Mortgage Protection. There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause, provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of costs of repair or replacement, subject to the provisions of Section 8.02 hereof. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', materialmen's and similar liens which may result from said repairs or replacements are satisfied.

8.05 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 clear and remove any and all debris resulting from such damage within two (2) months after the date that the damage occurs and to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year after the date that the damage occurs.

ARTICLE IX

USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows

9.01 Restricted Actions by Owners. No Owner shall do or permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increasing of any insurance earned by the Association. No waste shall be committed moron the Common Properties.

9.02 Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, tenants or invitees.

9.03 Rules or the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined to have violated said rules and regulations shall be able to the Association for all damages and costs, including reasonable attorney's fees, incurred by the Association in connection therewith.

ARTICLE X

ADDITIONS TO PROPERTY SUBJECT TO THIS ADDITIONAL DECLARATION

10.01 Additions to Phase Property. Additional land(s) may become subject to this Additional Declaration in any of the following ways:

(a) The Declarant may add or annex additional residential real property and common areas to the scheme of this Additional Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions ("Supplemental Declaration") which shall extend the scheme of the Covenants and Restrictions of this Additional Declaration to such property, provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Additional Declaration (including without limitation modification and amendment of Exhibit "A") as may be necessary to reflect the different character, if any, of the added properties and as are not materially inconsistent with this Additional Declaration in a manner which adversely affects the plan of development of this Additional Declaration;

(b) If any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Additional Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association;

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 10.01, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added; or

(c) The Declarant shall have the right and option, without the joinder, approval or

consent of any person(s) or entity(ies), to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within one mile of any real property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or, alternatively, the properties, rights and obligations of another Association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the Covenants and Restrictions established by this Additional Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme.

10.02 Deemed Amendment to Original Declaration. The undersigned owners of the NNT AND HAYES Tract and the Cooksey Tract agree that when additional lands are subjected to this Additional Declaration, the Original Declaration shall be deemed amended also as to such additional lands.

ARTICLE XI GENERAL PROVISIONS

11.01 Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Additional Declaration, including the right of the Association to recover reasonable attorney's fees in connection with the enforcement hereof. Failure by the Association, by the Declarant 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. The Association, the Declarant or the Owner seeking to enforce these Restrictions shall comply with Texas Property Code Section 209.006, if applicable and as then amended. To the maximum extent permitted by Applicable Law, reasonable expenses for attorney's fees or other costs of pursuing the matter to completion as are reasonably related to the resolution of any dispute subject to Texas Property Code Chapter 209, as amended, including but not limited to fees for consultation, counseling, inspection and correspondence, shall become a charge against the property to attach as a lien in the same manner as provided in Article V hereof unless paid by the Owner on demand.

The delay, forbearance or failure of enforcement of any restriction herein contained for any violation or proposed or attempted violation of any restriction herein contained shall not constitute a waiver of the right of Declarant, the Association or any Owner to thereafter enforce such restriction as to any subsequent violation or proposed or attempted violation.

11.02 Invalidity. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

11.03 Term, Duration and Amendments. The covenants and restrictions of the Additional

Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or the Owner of any Lot subject to this Additional Declaration, his respective legal representatives, heirs, successors, and assigns, for a term of seventy-five (75) years from the date this Additional Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. During the Development Period, this Additional Declaration may be amended in whole or in part or terminated, in whole or in part, by Declarant in its sole discretion for the purpose of facilitating the development, construction, and marketing of the Phased Subdivision and properties to be added to the Phased Subdivision or subject to this Additional Declaration, including the right to direct the size, shape, and composition of the Addition and such other properties. After the Development Period, the covenants and restrictions of this Additional Declaration may be amended or terminated at any time and from time to time by a vote of 67 percent of the total votes allocated to Owners entitled to vote on an amendment of to this Additional Declaration, in addition to any governmental approval required by law. The undersigned owners of the NNT AND HAYES Tract and the Cooksey Tract agree that any amendments to this Additional Declaration shall be deemed also to amend any conflicting or corresponding provisions of the Original Declaration.

11.04 Use of Terms. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

11.05 Headings. The headings contained in this Additional Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Additional Declaration.

11.06 Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Additional Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

11.07 Notices to Mortgagees. If a holder of a mortgage on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive, written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by this Additional Declaration.

11.08 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Additional Declaration or the Bylaws of the Association shall be determined by the Board of Directors, whose determination shall be final and binding upon all Owners.

11.09 Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title and interest in and to the Properties and assign all its rights, benefits and obligations as Declarant hereunder to any partnership or partnerships, individual or individuals, corporation or

obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

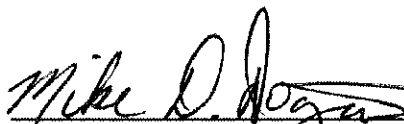
11.10 Joinder of Lienholder Security State Bank, a Texas banking corporation ("Lienholder"), being the holder of a lien on the Phase Property, joins with Declarant in the execution of this Additional Declaration for the purposes of (a) consenting to and adopting the Plat of the Phased Subdivision, (b) consenting to the grant or dedication by Declarant of all streets and utility and other easements shown and reflected on the Plat, together with all other easements granted or reserved by Declarant in this Additional Declaration, (c) subordinating its lien to all of the aforementioned easements and easement rights, and (d) subordinating its lien to the restrictions, covenants, and conditions imposed by Declarant on the Phased Subdivision by this Additional Declaration. However, Lienholder joins herein solely as a lienholder and only for the purposes set forth above in this Section, and it does not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, if any, nor does Lienholder make any warranties, representations, or guaranties, whether express or implied, by execution of this Additional Declaration.

11.11 Variances. Declarant or the Board of Directors of the Association may, in either of their discretion, approve a variance of any of the use restrictions or other restrictions contained in this Additional Declaration in order to overcome practical difficulties and prevent unnecessary hardships in the application of the restrictions set forth herein, provided that such variance will not be materially detrimental or injurious to the other Lots or the Phased Subdivision.

11.12 Inconsistent actions by Declarant and Association. In the event of any conflict or discrepancy between an action or interpretation by Declarant under this Additional Declaration and by Association, the Declarant shall prevail unless otherwise required by Applicable Law.

11.12 NOTWITHSTANDING ANY PROVISION OF THIS ADDITIONAL DECLARATION, THIS ADDITIONAL DECLARATION IS INTENDED TO BE SUBJECT TO, LIMITED BY, AND IN ALL RESPECTS SHALL BE DEEMED MODIFIED TO COMPLY WITH APPLICABLE TEXAS LAW, INCLUDING BUT NOT LIMITED TO CHAPTER 209 OF THE TEXAS PROPERTY CODE, AS AMENDED FROM TIME TO TIME. NO VOTE SHALL BE DENIED AND NO LIMITATION OR REQUIREMENT IMPOSED AND NO ACTION MAY BE TAKEN WHICH MAY CONTRADICT SUCH APPLICABLE LAW EXCEPT IN COMPLIANCE WITH SUCH APPLICABLE LAW.

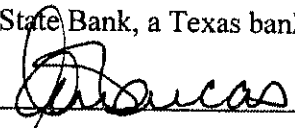
EXECUTED effective October __, 2016.


MICHAEL D. DOGUET

LISA L. DOGUET

LIENHOLDER:

Post Oak Bank N. A., successor by merger to
Security State Bank, a Texas banking corporation

By: 

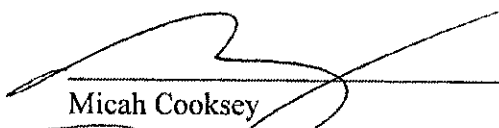
Its: Executive Vice President

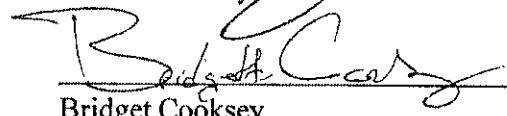
OWNERS OF TRACTS PREVIOUSLY SOLD OUT OF ENTIRE TRACT:

NNT AND HAYES, LLC, a Texas limited liability company

By: Michael W. Thomas
Michael W. Thomas, Managing Member

By: Erica J. Hayes
Erica J. Hayes, Managing Member


Micah Cooksey


Bridget Cooksey

RETURN TO

DUNHAM HALLMARK PLLC
4180 DELLAWARE ST STE 301
BEAUMONT, TX 77706

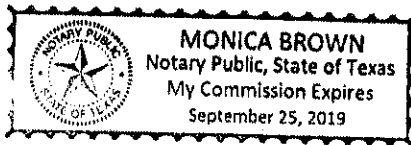
STATE OF Texas §
 COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, on this day personally appeared Michael D. Doguet,

- ☒ known to me
☐ proved to me on the oath of _____
 or through _____

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.

Given under my hand and seal of office this 8th day of December, 2016.



Monica Brown
 SIGNATURE OF NOTARY

Monica Brown
 TYPED OR PRINTED NAME OF NOTARY
 NOTARY PUBLIC, STATE OF TEXAS

{SEAL}

My Commission Expires:

September 25, 2019

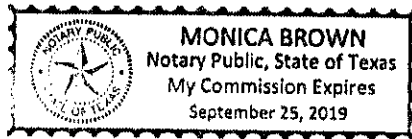
STATE OF Texas §
COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, on this day personally appeared Lisa L. Doguet,

- ☒ known to me
☐ proved to me on the oath of _____
or through _____

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of December, 2016.



Monica Brown
SIGNATURE OF NOTARY

Monica Brown
TYPED OR PRINTED NAME OF NOTARY
NOTARY PUBLIC, STATE OF TEXAS

{SEAL}

My Commission Expires:

September 25, 2019

STATE OF TEXAS §

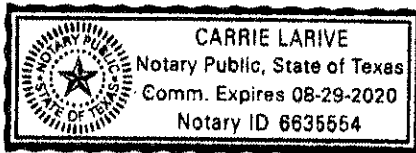
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority on this day personally appeared Steve Lucas, Executive Vice President of Post Oak Bank N. A., successor by merger to Security State Bank, a Texas Banking Corporation.

☒ known to me
☐ proved to me on the oath of _____ or
 through _____

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 on behalf of and as the act and deed of said Post Oak Bank N. A., successor by merger to Security State Bank, a Texas Banking Corporation.

Given under my hand and seal of office this 9th day of December, 2016.



Carrie LaRive
 SIGNATURE OF NOTARY

Carrie LaRive
 TYPED OR PRINTED NAME OF NOTARY
 PUBLIC, STATE OF TEXAS.

{SEAL}

My Commission Expires:

Aug. 29, 2020

STATE OF Texas §
 COUNTY OF Jefferson §

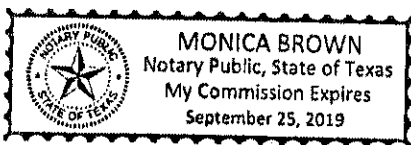
BEFORE ME, the undersigned authority, on this day personally appeared Michael. W. Thomas, as Managing Member of NNT AND HAYES, LLC, a Texas limited liability company,

- ☒ known to me
☐ proved to me on the oath of _____
 or through _____

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 on behalf of and as the act and deed of said NNT AND HAYES, LLC.

Given under my hand and seal of office this 8th day of December, 2016.

Monica Brown
 SIGNATURE OF NOTARY



Monica Brown
 TYPED OR PRINTED NAME OF NOTARY
 NOTARY PUBLIC, STATE OF

{SEAL}

My Commission Expires:

Sept 25, 2019

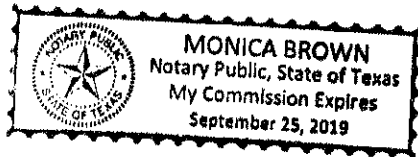
STATE OF Texas §
 COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, on this day personally appeared Erica J. Hayes, as Managing Member of NNT AND HAYES, LLC, a Texas limited liability company,

- ☒ known to me
☐ proved to me on the oath of _____
 or through _____

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated on behalf of and as the act and deed of said NNT AND HAYES, LLC.

Given under my hand and seal of office this 8th day of December, 2016.



Monica Brown
 SIGNATURE OF NOTARY

Monica Brown
 TYPED OR PRINTED NAME OF NOTARY
 NOTARY PUBLIC, STATE OF

{SEAL}

My Commission Expires:

Sept 25, 2019

STATE OF Texas §
COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, on this day personally appeared Micah Cooksey,

- ☒ known to me
☐ proved to me on the oath of _____
or through _____

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.

Given under my hand and seal of office this 8th day of December, 2016.



Monica Brown
SIGNATURE OF NOTARY

Monica Brown
TYPED OR PRINTED NAME OF NOTARY
NOTARY PUBLIC, STATE OF TEXAS

{SEAL}
My Commission Expires:
Sept 25, 2019

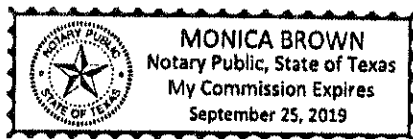
STATE OF Texas §
COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, on this day personally appeared Bridget Cooksey,

☒ known to me
☐ proved to me on the oath of _____
or through _____

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of December, 2016.



Monica Brown
SIGNATURE OF NOTARY

Monica Brown
TYPED OR PRINTED NAME OF NOTARY
NOTARY PUBLIC, STATE OF TEXAS

{SEAL}
My Commission Expires:
Sept 25, 2019

EXHIBIT "A"
Entire Tract (originally – from 2015033123)

EXHIBIT "A"
(Page 1 of 3)

That certain 552.33 acre tract out of the James Gerish, Sr. League, Abstract 24 and the H.T. & B. R.R. Surveys, Section 5, Abstract 140; Section 6, Abstract 702 and Section 9, Abstract 149, Jefferson County, Texas, and being the remainder of a called 565.251 acre tract conveyed to Michael D. Doguet and Lisa L. Doguet as recorded in Clerks File No. 2014003244 of the Official Public Records of Jefferson County, Texas, said 552.33 acres being more particularly described by metes and bounds as follows:

Note: Bearings are based on the NAD83, Texas State Plane Coordinate System, South Central Zone #4204.

BEGINNING at a ½" iron pipe found in the west right-of-way line of S. Pine Island Road for the southeast corner of a called 19.26 acre tract conveyed to William A. Kiker and wife, Cheryl L. Kiker as recorded in Clerks File No. 2005003538 of the Official Public Records of Jefferson County, Texas and the northeast corner of the said 565.251 and 552.33 acre tracts;

THENCE South 02°51'49" East along the said west right-of-way line of S. Pine Island Road and the east line of the said 565.125 and 552.33 acre tracts a distance of 2090.74 feet (called South 2091.01 feet) to a capped iron rod found for the northeast corner of a called 9.125 acre tract (Ditch 607) conveyed to Jefferson County Drainage District No. 6 as recorded in Clerks File No. 2014035411 of the Official Public Records of Jefferson County, Texas and the most easterly southeast corner of the said 552.33 acre tract;

THENCE along the north and west lines of the said 9.125 acre tract and the south and east lines of the said 552.33 acre tract with the following courses and distances:

South 27°30'49" West a distance of 55.59 feet (called South 30°27'52" West 55.59 feet) to a capped iron rod found for an angle point;

South 42°07'26" West a distance of 636.15 feet (called South 44°59'47" West 636.26 feet) to a capped iron rod found for an angle point;

South 61°02'08" West a distance of 92.30 feet (called South 63°55'42" West 92.30 feet) to a capped iron rod found for an angle point;

South 78°32'13" West a distance of 369.49 feet (called South 81°24'54" West 369.52 feet) to a capped iron rod found for an angle point;

South 72°26'48" West a distance of 425.06 feet (called South 75°19'07" West 425.08 feet) to a capped iron rod found for an angle point;

South 56°59'23" West a distance of 1007.01 feet (called South 59°51'45" West 1007.06 feet) to a capped iron rod found for an angle point;

South 69°37'52" West a distance of 198.43 feet (called South 72°29'05" West 198.39 feet) to a capped iron rod found for an angle point;

South 84°22'53" West a distance of 349.53 feet (called South 87°14'45" West 349.61 feet) to a capped iron rod found for an angle point;

EXHIBIT "A"
(Page 2 of 3)

South 88°17'20" West a distance of 1657.29 feet (called South 88°51'15" West 1657.44 feet) to a capped iron rod found for an angle point;

South 78°53'57" West a distance of 299.28 feet (called South 81°45'45" West 299.21 feet) to a capped iron rod found for an angle point;

South 63°51'46" West a distance of 274.32 feet (called South 66°42'45" West 274.32 feet) to a capped iron rod found for an angle point;

South 52°42'57" West a distance of 638.69 feet (called South 55°34'45" West 638.76 feet) to a capped iron rod found for an angle point;

South 31°21'05" West a distance of 397.80 feet (called South 34°11'45" West 397.89 feet) to a capped iron rod found for an angle point;

South 23°23'20" West a distance of 1396.66 feet (called South 26°14'45" West 1396.60 feet) to a capped iron rod found for an angle point;

South 30°18'36" West a distance of 384.12 feet (called South 33°08'45" West 384.04 feet) to a capped iron rod found for an exterior corner of a called 5.735 acre tract (Ditch 607) described in the said Clerks File No. 2014035411 and the most southerly southeast corner of the said 552.33 acre tract;

THENCE South 86°02'39" West along an interior line of the said 5.735 acre tract and the south line of the said 552.33 acre tract a distance of 49.83 feet (called South 88°49'35" West 49.77 feet) to a capped iron rod found for an angle point of the said 5.735 acre tract and the southwest corner of the said 552.33 acre tract;

THENCE along the easterly line of the said 5.735 acre tract and the westerly line of the said 552.33 acre tract with the following courses and distances:

North 38°20'21" West a distance of 232.44 feet (called North 35°29'35" West 232.42 feet) to a capped iron rod found for an angle point;

North 31°30'10" West a distance of 156.99 feet (called North 28°41'19" West 157.09 feet) to a capped iron rod found for an angle point;

North 23°24'29" West a distance of 838.49 feet (called North 20°33'55" West 838.50 feet) to a capped iron rod found for an angle point;

North 19°51'21" West a distance of 396.54 feet (called North 19°51'21" West 396.61 feet) to a capped iron rod found for an angle point;

North 15°44'21" West a distance of 383.28 feet (called North 12°53'55" West 383.32 feet) to a capped iron rod found for an angle point;

North 13°40'24" West a distance of 330.79 feet (called North 10°50'28" West 330.80 feet) to a capped iron rod found for an angle point;

North 06°50'58" West a distance of 294.37 feet (called North 04°01'15" West 294.37 feet) to a capped iron rod found for an angle point;

North 02°28'39" East a distance of 221.35 feet (called North 05°18'05" East 221.39 feet) to a capped iron rod found for an angle point;

EXHIBIT "A"
(Page 3 of 3)

North 06°32'14" East a distance of 238.33 feet (called North 09°22'45" East 238.33 feet) to a capped iron rod found for an angle point;

North 26°17'28" East a distance of 704.60 feet (called North 29°06'45" East 704.61 feet) to a capped iron rod found for an angle point;

North 07°08'43" East a distance of 755.84 feet (called North 10°08'25" East 755.72 feet) to a capped iron rod found for an angle point;

North 04°43'11" East a distance of 456.97 feet (called North 07°33'45" East 457.03 feet) to a capped iron rod found for an angle point;

North 22°45'40" East a distance of 55.34 feet (called North 25°43'00" East 55.42 feet) to a capped iron rod found for an angle point;

North 41°01'20" East a distance of 169.08 feet (called North 43°52'15" East 169.05 feet) to a capped iron rod found for an angle point;

North 61°19'02" East a distance of 326.13 feet (called North 64°10'25" East 326.15 feet) to a capped iron rod found for an angle point;

North 48°06'18" East a distance of 355.29 feet (called North 50°58'45" East 355.34 feet) to a capped iron rod found for an angle point;

North 44°15'49" East a distance of 333.20 feet (called North 47°07'25" East 333.21 feet) to a capped iron rod found for an angle point;

North 46°32'10" East a distance of 256.91 feet (called North 49°24'05" East 256.90 feet) to a capped iron rod found for an angle point;

North 67°11'36" East a distance of 23.36 feet (called North 69°45'08" East 23.45 feet) to a capped iron rod found in the south line of a called 284.145 acre tract conveyed to Terrell-Clark, Inc. (aka Crossfire Farms, Inc.-Clerks File No. 2007030994) and a called 3.845 acre tract for a drainage easement conveyed to Jefferson County Drainage District No. 6 as recorded in Clerks File No. 2002005467 of the Official Public Records of Jefferson County, Texas and the north line of the said 565.251 acre tract for the northeast corner of the said 5.735 acre tract and the northwest corner of the said 552.33 acre tract;

THENCE North 87°14'43" East along the said south line of the 284.145 and 3.845 acre tracts being the north line of the said 565.251 and 552.33 acre tracts a distance of 4677.34 feet (called North 89°58'00" East) to a 2" iron pipe found for the southeast corner of the said 3.845 acre tract and an angle point of the said 565.251 and 552.33 acre tracts;

THENCE North 82°29'26" East continuing along the said south line of the 284.145 and 19.26 acre tract being the said north line of the 565.251 and 552.33 acre tracts a distance of 927.40 feet (called North 85°14'30" East 930.00 feet-Clerks File No. 2014003244) to the **POINT OF BEGINNING** and containing 552.33 acres of land, more or less.

This Field Note Description is based on a survey performed by Fittz & Shipman, INC. during March and April 2015.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

December 13, 2016 09:46:51 AM

FEE: \$198.00

2016038679



20349-MM

FIRST AMENDMENT TO ADDITIONAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PINE ISLAND ESTATES IN
JEFFERSON COUNTY, TEXAS

THIS FIRST AMENDMENT (the "First Amendment") to ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Additional Declaration") for PINE ISLAND ESTATES, as recorded under File No. 2016038679 of the Official Public Records is made and executed on the date hereafter set forth by Michael D. Doguet and Lisa L. Doguet ("Declarant"),

Whereas the Additional Declaration added to, supplemented, and amended the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Pine Island Estates recorded under File No. 2015013992 in the Official Public Records of Jefferson County, Texas (the "Original Declaration") affecting the Entire Tract; as described and defined in such First Amendment.

Whereas Section 11.03 of the Additional Declaration allows and provides for further amendment affecting both the Original Declaration and the Additional Declaration as follows:

11.03 Term, Duration and Amendments. The covenants and restrictions of the Additional Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or the Owner of any Lot subject to this Additional Declaration, his respective legal representatives, heirs, successors, and assigns, for a term of seventy-five (75) years from the date this Additional Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. During the Development Period, this Additional Declaration may be amended in whole or in part or terminated, in whole or in part, by Declarant in its sole discretion for the purpose of facilitating the development, construction, and marketing of the Phased Subdivision and properties to be added to the Phased Subdivision or subject to this Additional Declaration, including the right to direct the size, shape, and composition of the Addition and such other properties. After the Development Period, the covenants and restrictions of this Additional Declaration may be amended or terminated at any time and from time to time by a vote of 67 percent of the total votes allocated to Owners entitled to vote on an amendment of to this Additional Declaration, in addition to any governmental approval required by law. The undersigned owners of the NNT AND HAYES Tract and

the Cooksey Tract agree that any amendments to this Additional Declaration shall be deemed also to amend any conflicting or corresponding provisions of the Original Declaration.

Whereas under Section 1.07 of the Additional Declaration, the term "Development Period:"

means the period from the date hereof until Declarant has conveyed all of the Lots within the Phased Subdivision and any additional parcels, lots, or Lots that are added to and become subject to this Additional Declaration or become part of the Phase Property pursuant to the provisions of Article X below.

Whereas Declarant still owns the Lots within the Phased Subdivision and desires to amend the Additional Declaration, and amend corresponding provisions in the Original Declaration, with respect to setback lines as specified in Section 3.06 of the Additional Declaration (and the corresponding lines or limits in the Original Declaration).

For reference purposes only, Section 3.06 of the Additional Declaration previously provided as follows:

3.06 Setback Requirements and Building Location. No dwelling, building, garage, carport, storage building, accessory building, storage tank, barn, stock pen, shelter, or any other structure of any type may be erected on any Lot nearer to the front property line than one hundred feet (100') and no such dwelling, building, garage, carport, storage building, accessory building, storage tank, barn, stock pen, shelter, or any other structure of any type may be located nearer than fifty feet (50') to any side street line, any rear Lot line, or any side Lot line. The "front" of a Lot is the longest Lot line adjoining a public road.

1. Section 3.06 of the Additional Declaration is amended and restated in its entirety to read as follows:

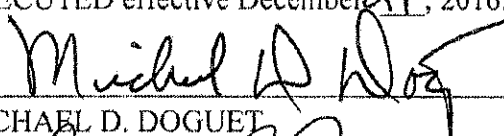
3.06 Setback Requirements and Building Location. No dwelling, building, garage, carport, storage building, accessory building, storage tank, barn, stock pen, shelter, or any other structure of any type may be erected on any Lot nearer to the front property line than forty feet (40') or such other greater distance as may be shown on the Plat, and no such dwelling, building, garage, carport, storage building, accessory building, storage tank, barn, stock pen, shelter, or any other structure of any type may be located nearer

than twenty feet (20') to any side street line, any rear Lot line, or any side Lot line. The "front" of a Lot is the longest Lot line adjoining a public road.

2. Further any corresponding or conflicting provisions in the Original Declaration are deemed amended to be consistent with Section 3.06 as amended and restated by this First Amendment.

3. Conflicts. To the extent that there is any conflict or inconsistency between the provisions of this document, the Original Declaration, the Additional Declaration, and/or the Plats, the provisions of this document shall control; however, except as otherwise specifically modified by this First Amendment, the Additional Declaration remains unchanged.

EXECUTED effective December 27, 2016.


MICHAEL D. DOGUET


LISA L. DOGUET

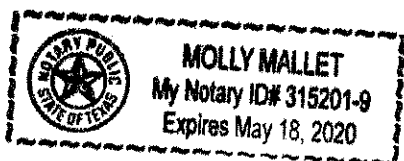
STATE OF Texas §
 COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, on this day personally appeared Michael D. Doguet,

☒ known to me
☐ proved to me on the oath of _____
 or through _____

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.

Given under my hand and seal of office this 27 day of December, 2016.



Molly Mallet
 SIGNATURE OF NOTARY

 TYPED OR PRINTED NAME OF NOTARY
 NOTARY PUBLIC, STATE OF TEXAS

{SEAL}

My Commission Expires:

STATE OF Texas §
 COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, on this day personally appeared Lisa L. Doguet,

☒ known to me

☐ proved to me on the oath of _____
 or through _____

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27 day of December, 2016.



Molly Mallet
 SIGNATURE OF NOTARY

 TYPED OR PRINTED NAME OF NOTARY
 NOTARY PUBLIC, STATE OF TEXAS

{SEAL}

My Commission Expires:

After recording, return to:
 Texas Regional Title, LLC
 Attn: Molly Mallet
 7675 Folsom Drive, Building 100
 Beaumont, TX 77706

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
 Jefferson County, Texas

December 27, 2016 12:06:59 PM

FEE: \$42.00

2016039938



21307-AS

SECOND AMENDMENT TO ADDITIONAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PINE ISLAND ESTATES IN
JEFFERSON COUNTY, TEXAS

THIS SECOND AMENDMENT (the "Second Amendment") to ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Additional Declaration") for PINE ISLAND ESTATES, as recorded under File No. 2016038679 of the Official Public Records is made and executed on the date hereafter set forth by Michael D. Doguet and Lisa L. Doguet ("Declarant"),

Whereas the Additional Declaration added to, supplemented, and amended the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Pine Island Estates recorded under File No. 2015013992 in the Official Public Records of Jefferson County, Texas (the "Original Declaration") affecting the Entire Tract, as described and defined in such Additional Declaration.

Whereas Section 11.03 of the Additional Declaration allows and provides for further amendment affecting both the Original Declaration and the Additional Declaration as follows:

11.03 Term, Duration and Amendments. The covenants and restrictions of the Additional Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant, or the Owner of any Lot subject to this Additional Declaration, his respective legal representatives, heirs, successors, and assigns, for a term of seventy-five (75) years from the date this Additional Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. During the Development Period, this Additional Declaration may be amended in whole or in part or terminated, in whole or in part, by Declarant in its sole discretion for the purpose of facilitating the development, construction, and marketing of the Phased Subdivision and properties to be added to the Phased Subdivision or subject to this Additional Declaration, including the right to direct the size, shape, and composition of the Addition and such other properties. After the Development Period, the covenants and restrictions of this Additional Declaration may be amended or terminated at any time and from time to time by a vote of 67 percent of the total votes allocated to Owners entitled to vote on an amendment of to this Additional Declaration, in addition to any governmental approval required by law. The undersigned owners of the NNT AND HAYES Tract and

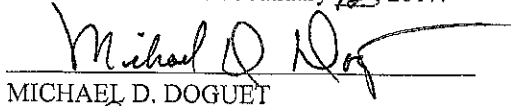
3.09 Elevation Requirements. The minimum finished floor elevation of each foundation of any dwelling on a Lot shall be the higher of (a) thirty-one feet (31') above mean sea level or (b) eighteen inches (18") above natural ground level, or (c) such other elevation as may be required under any Applicable Law.

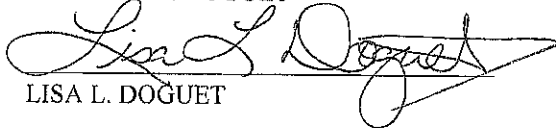
Notwithstanding the foregoing, Declarant makes no representation or warranty regarding the minimum elevation requirements imposed by Applicable Law or necessary to protect a structure from flooding.

2. Further any corresponding or conflicting provisions in the Original Declaration are deemed amended to be consistent with Section 3.09 as amended and restated by this Second Amendment.

3. Conflicts. To the extent that there is any conflict or inconsistency between the provisions of this document, the Original Declaration, the Additional Declaration, and/or the Plats, and/or the First Amendment, the provisions of this document shall control; however, except as otherwise specifically modified by this Second Amendment and the First Amendment, the Additional Declaration remains unchanged.

EXECUTED effective January 12, 2017.


MICHAEL D. DOGUET


LISA L. DOGUET

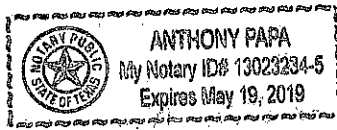
STATE OF Texas §
COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, on this day personally appeared Michael D. Doguet,

☐ known to me
☒ proved to me on the oath of _____
or through TDL

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.

Given under my hand and seal of office this 12 day of January, 2017.



SIGNATURE OF NOTARY

Anthony Papa
TYPED OR PRINTED NAME OF NOTARY
NOTARY PUBLIC, STATE OF TEXAS

{SEAL}

My Commission Expires:

STATE OF Texas §
 COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, on this day personally appeared Lisa L. Doguet,

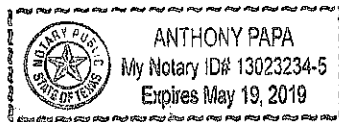
☐ known to me

☒ proved to me on the oath of _____

or through TDL

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of January, 2017.



[Signature]
 SIGNATURE OF NOTARY

Anthony Papa
 TYPED OR PRINTED NAME OF NOTARY
 NOTARY PUBLIC, STATE OF TEXAS

{SEAL}

My Commission Expires:

After Recording Return To:
 Texas Regional Title
 7675 Folsom Dr. Bldg 100
 Beaumont, Texas 77706
 Attn: Anthony Papa

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
 Jefferson County, Texas

January 17, 2017 04:59:21 PM

FEE: \$42.00

2017001723

19194-MR

ADOPTION AND RATIFICATION OF RESTRICTIONS

THE STATE OF TEXAS
COUNTY OF JEFFERSON

§
§



7 PGS
RST

2015033123

WHEREAS, there was filed in the office of the County Clerk of Jefferson County, Texas, under County Clerk's File No. 2015013992, Official Public Records of Real Property of Jefferson County, Texas, a Declaration of Covenants, Conditions and Restrictions for Pine Island Estates, a subdivision in Jefferson County, Texas (the "Declaration"); and

WHEREAS, said Declaration was executed by Michael D. Doguet and Lisa L. Doguet, (collectively, the "Declarant") as owners of the land described in said Declaration (the "Property"), although said land description contained a scrivener's error in a distance and angle call, in order to establish certain restrictions (the "Restrictions") to create and carry out a uniform plan for the use, improvement and sale of the Property, together with any additional land Declarant desires to be made subject to the Restrictions.

WHEREAS, Declarant hereby corrects the description of the Property to be that which is described on Exhibit "A" hereto and adopts and ratifies the Restrictions as applying to the included additional tract of land described on Exhibit "B" hereto, which tract of land is now subject to said Restrictions as if said additional tract of land had been specifically referenced and included in the Declaration; and

WHEREAS, there exists the necessity of the incorporation, adoption and ratification of said Restrictions by the Declarant as to the Additional Land.

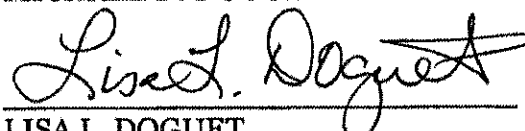
NOW, THEREFORE, PREMISES CONSIDERED, Michael D. Doguet and Lisa L. Doguet, collectively being the Declarant, do hereby incorporate, ratify, adopt and

confirm said Restrictions established by the Declaration on file and of record under County Clerk's File No. 2015013992 Official Public Records of Jefferson County, Texas, as to the land described on Exhibits "A" and "B".

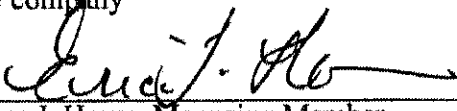
The buyers of the land described on Exhibit "B" hereto join herein to acknowledge such property being included within the Declaration and subject to the Restrictions established therein.

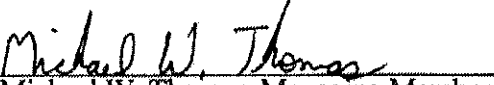
EXECUTED this the 5 day of October, 2015.


MICHAEL D. DOGUET


LISA L. DOGUET

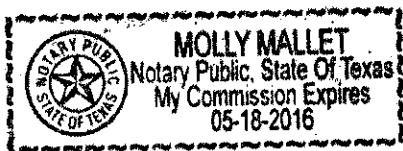
NNT AND HAYES, LLC, a Texas limited liability company

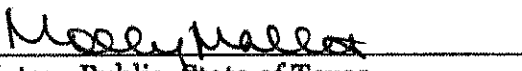
By: 
Erica J. Hayes, Managing Member

By: 
Michael W. Thomas, Managing Member

STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the 6 day of October, 2015, by MICHAEL D. DOGUET and spouse, LISA L. DOGUET.

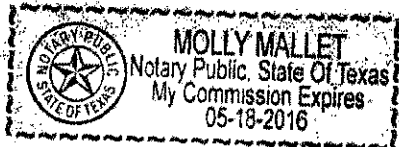



Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF JEFFERSON

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This instrument was acknowledged before me on this the 5 day of October, 2015, by ERICA J. HAYES as Managing Member of NNT AND HAYES, LLC, a Texas limited liability company, on behalf of said company.

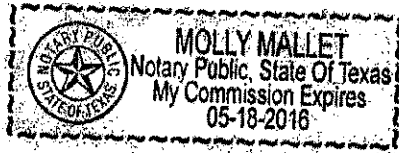


Molly Mallet
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF JEFFERSON

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This instrument was acknowledged before me on this the 6 day of October, 2015, by MICHAEL W. THOMAS as Managing Member of NNT AND HAYES, LLC, a Texas limited liability company, on behalf of said company.



Molly Mallet
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Mr. and Mrs. Michael D. Doguet

2055 Diamond Drive
Beaumont, TX 77713

EXHIBIT "A"
(Page 1 of 3)

That certain 552.33 acre tract out of the James Gerish, Sr. League, Abstract 24 and the H.T. & B. R.R. Surveys, Section 5, Abstract 140; Section 6, Abstract 702 and Section 9, Abstract 149, Jefferson County, Texas, and being the remainder of a called 565.251 acre tract conveyed to Michael D. Doguet and Lisa L. Doguet as recorded in Clerks File No. 2014003244 of the Official Public Records of Jefferson County, Texas, said 552.33 acres being more particularly described by metes and bounds as follows:

Note: Bearings are based on the NAD83, Texas State Plane Coordinate System, South Central Zone #4204.

BEGINNING at a ½" iron pipe found in the west right-of-way line of S. Pine Island Road for the southeast corner of a called 19.26 acre tract conveyed to William A. Kiker and wife, Cheryl L. Kiker as recorded in Clerks File No. 2005003538 of the Official Public Records of Jefferson County, Texas and the northeast corner of the said 565.251 and 552.33 acre tracts;

THENCE South 02°51'49" East along the said west right-of-way line of S. Pine Island Road and the east line of the said 565.125 and 552.33 acre tracts a distance of 2090.74 feet (called South 2091.01 feet) to a capped iron rod found for the northeast corner of a called 9.125 acre tract (Ditch 607) conveyed to Jefferson County Drainage District No. 6 as recorded in Clerks File No. 2014035411 of the Official Public Records of Jefferson County, Texas and the most easterly southeast corner of the said 552.33 acre tract;

THENCE along the north and west lines of the said 9.125 acre tract and the south and east lines of the said 552.33 acre tract with the following courses and distances:

South 27°30'49" West a distance of 55.59 feet (called South 30°27'52" West 55.59 feet) to a capped iron rod found for an angle point;

South 42°07'26" West a distance of 636.15 feet (called South 44°59'47" West 636.26 feet) to a capped iron rod found for an angle point;

South 61°02'08" West a distance of 92.30 feet (called South 63°55'42" West 92.30 feet) to a capped iron rod found for an angle point;

South 78°32'13" West a distance of 369.49 feet (called South 81°24'54" West 369.52 feet) to a capped iron rod found for an angle point;

South 72°26'48" West a distance of 425.06 feet (called South 75°19'07" West 425.08 feet) to a capped iron rod found for an angle point;

South 56°59'23" West a distance of 1007.01 feet (called South 59°51'45" West 1007.06 feet) to a capped iron rod found for an angle point;

South 69°37'52" West a distance of 198.43 feet (called South 72°29'05" West 198.39 feet) to a capped iron rod found for an angle point;

South 84°22'53" West a distance of 349.53 feet (called South 87°14'45" West 349.61 feet) to a capped iron rod found for an angle point;

EXHIBIT "A"
(Page 2 of 3)

South 88°17'20" West a distance of 1657.29 feet (called South 88°51'15" West 1657.44 feet) to a capped iron rod found for an angle point;

South 78°53'57" West a distance of 299.28 feet (called South 81°45'45" West 299.21 feet) to a capped iron rod found for an angle point;

South 63°51'46" West a distance of 274.32 feet (called South 66°42'45" West 274.32 feet) to a capped iron rod found for an angle point;

South 52°42'57" West a distance of 638.69 feet (called South 55°34'45" West 638.76 feet) to a capped iron rod found for an angle point;

South 31°21'05" West a distance of 397.80 feet (called South 34°11'45" West 397.89 feet) to a capped iron rod found for an angle point;

South 23°23'20" West a distance of 1396.66 feet (called South 26°14'45" West 1396.60 feet) to a capped iron rod found for an angle point;

South 30°18'36" West a distance of 384.12 feet (called South 33°08'45" West 384.04 feet) to a capped iron rod found for an exterior corner of a called 5.735 acre tract (Ditch 607) described in the said Clerks File No. 2014035411 and the most southerly southeast corner of the said 552.33 acre tract;

THENCE South 86°02'39" West along an interior line of the said 5.735 acre tract and the south line of the said 552.33 acre tract a distance of 49.83 feet (called South 88°49'35" West 49.77 feet) to a capped iron rod found for an angle point of the said 5.735 acre tract and the southwest corner of the said 552.33 acre tract;

THENCE along the easterly line of the said 5.735 acre tract and the westerly line of the said 552.33 acre tract with the following courses and distances:

North 38°20'21" West a distance of 232.44 feet (called North 35°29'35" West 232.42 feet) to a capped iron rod found for an angle point;

North 31°30'10" West a distance of 156.99 feet (called North 28°41'19" West 157.09 feet) to a capped iron rod found for an angle point;

North 23°24'29" West a distance of 838.49 feet (called North 20°33'55" West 838.50 feet) to a capped iron rod found for an angle point;

North 19°51'21" West a distance of 396.54 feet (called North 19°51'21" West 396.61 feet) to a capped iron rod found for an angle point;

North 15°44'21" West a distance of 383.28 feet (called North 12°53'55" West 383.32 feet) to a capped iron rod found for an angle point;

North 13°40'24" West a distance of 330.79 feet (called North 10°50'28" West 330.80 feet) to a capped iron rod found for an angle point;

North 06°50'58" West a distance of 294.37 feet (called North 04°01'15" West 294.37 feet) to a capped iron rod found for an angle point;

North 02°28'39" East a distance of 221.35 feet (called North 05°18'05" East 221.39 feet) to a capped iron rod found for an angle point;

EXHIBIT "A"
(Page 3 of 3)

North 06°32'14" East a distance of 238.33 feet (called North 09°22'45" East 238.33 feet) to a capped iron rod found for an angle point;

North 26°17'28" East a distance of 704.60 feet (called North 29°06'45" East 704.61 feet) to a capped iron rod found for an angle point;

North 07°08'43" East a distance of 755.84 feet (called North 10°08'25" East 755.72 feet) to a capped iron rod found for an angle point;

North 04°43'11" East a distance of 456.97 feet (called North 07°33'45" East 457.03 feet) to a capped iron rod found for an angle point;

North 22°45'40" East a distance of 55.34 feet (called North 25°43'00" East 55.42 feet) to a capped iron rod found for an angle point;

North 41°01'20" East a distance of 169.08 feet (called North 43°52'15" East 169.05 feet) to a capped iron rod found for an angle point;

North 61°19'02" East a distance of 326.13 feet (called North 64°10'25" East 326.15 feet) to a capped iron rod found for an angle point;

North 48°06'18" East a distance of 355.29 feet (called North 50°58'45" East 355.34 feet) to a capped iron rod found for an angle point;

North 44°15'49" East a distance of 333.20 feet (called North 47°07'25" East 333.21 feet) to a capped iron rod found for an angle point;

North 46°32'10" East a distance of 256.91 feet (called North 49°24'05" East 256.90 feet) to a capped iron rod found for an angle point;

North 67°11'36" East a distance of 23.36 feet (called North 69°45'08" East 23.45 feet) to a capped iron rod found in the south line of a called 284.145 acre tract conveyed to Terrell-Clark, Inc. (aka Crossfire Farms, Inc.-Clerks File No. 2007030994) and a called 3.845 acre tract for a drainage easement conveyed to Jefferson County Drainage District No. 6 as recorded in Clerks File No. 2002005467 of the Official Public Records of Jefferson County, Texas and the north line of the said 565.251 acre tract for the northeast corner of the said 5.735 acre tract and the northwest corner of the said 552.33 acre tract;

THENCE North 87°14'43" East along the said south line of the 284.145 and 3.845 acre tracts being the north line of the said 565.251 and 552.33 acre tracts a distance of 4677.34 feet (called North 89°58'00" East) to a 2" iron pipe found for the southeast corner of the said 3.845 acre tract and an angle point of the said 565.251 and 552.33 acre tracts;

THENCE North 82°29'26" East continuing along the said south line of the 284.145 and 19.26 acre tract being the said north line of the 565.251 and 552.33 acre tracts a distance of 927.40 feet (called North 85°14'30" East 930.00 feet-Clerks File No. 2014003244) to the **POINT OF BEGINNING** and containing 552.33 acres of land, more or less.

This Field Note Description is based on a survey performed by Fittz & Shipman, INC. during March and April 2015.

EXHIBIT "B"

BEING a 21.04 acre tract or parcel of land located in the H.T. & B.R.R. Survey, Section 5, Abstract No. 140, Jefferson County, Texas, and being out of that called 552.33 acre tract conveyed to Michael D. Doguet and Lisa L. Doguet of record in Clerks File No. 2014003244 of the Official Public Records of Jefferson County, Texas, said 21.04 acres being more particularly described by metes and bounds as follows:

Note: All Bearings and Coordinates referenced to the NAD 83, Texas State Plane Coordinate System, Texas South Central Zone, all distances and areas reflect surface measurements based on the Leica VRS RTK Network.

BEGINNING at a 2" Iron Pipe found for the Northeast corner of the said 552.33 acre tract, in the West R.O.W. line of South Pine Island Road (a public roadway), said pipe having Texas State Plane Coordinate values of, N: 13,955,518.43' and E: 3,469,105.18', and being the Southeast corner of that called 19.26 acre tract conveyed to William A. Kiker and wife, Cheryl L. Kiker of record in Clerks File No. 2005003538 of the Official Public Records of Jefferson County, Texas;

THENCE South 02° 50' 55" East, along the East line of the herein described tract and the west R.O.W. line of South Pine Island Road for a distance of 102.68 feet to a 1/2" capped iron rod set for the most easterly Southwest corner of the herein described tract;

THENCE South 86° 20' 55" West, over and across the said 552.33 acre tract for a distance of 345.62 feet to a 1/2" capped iron rod set for an interior ell corner of the herein described tract;

THENCE South 02° 51' 49" East, along an East line of the herein described tract for a distance of 500.97 feet to a 1/2" capped iron rod set for the most southerly Southeast corner of the herein described tract;

THENCE South 87° 14' 43" West, along the South line of the herein described tract for a distance of 1,637.06 feet to a 1/2" capped iron rod set for the Southwest corner of the herein described tract;

THENCE North 02° 51' 49" West, along the West line of the herein described tract for a distance of 532.18 feet to a 1/2" capped iron rod set for the Northwest corner of the herein described tract, being in the North line of the said H.T. & B.R.R. Survey and the South line of the James Gerish Sr. League, Abstract No. 24, from which a DD#6 capped Iron Rod found for the Northeast corner of that called 5.735 acre tract of record in Clerks File No. 2014035411 OPRJCT, bears South 87° 14' 43" West 3,619.15';

THENCE North 87° 14' 43" East, along the North line of the herein described tract, the North line of the said H.T. & B.R.R. Survey, and the South line of the said James Gerish, Sr. League for a distance of 1,058.32 feet to a 2" Iron Pipe found an angle point;

THENCE North 82° 29' 26" East, along the North line of the herein described tract, the North line of the said 552.33 acre tract, and the South line of the said 19.26 acre tract for a distance of 927.40 feet to the POINT AND PLACE OF BEGINNING, containing 21.0420 acres of land more or less.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

October 08, 2015 03:15:25 PM

FEE: \$50.00

2015033123



DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PINE ISLAND ESTATES,
A SUBDIVISION IN JEFFERSON COUNTY, TEXAS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made and executed on the date hereafter set forth by Michael D. Doguet and Lisa L. Doguet ("Declarant").

WHEREAS, Declarant is the owner of a tract of land containing 552 acres, more or less, out of and a part of the James Gerish, Sr. League and H.T. & B. RR Co. Surveys 5, 6 and 9, in Jefferson County, Texas, being more fully bounded and described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

AND WHEREAS, Declarant plans to cause various tracts out of the Property to be conveyed by metes and bounds and conveyed to create a subdivision in Jefferson County, Texas, to be known as "Pine Island Estates," a subdivision in Jefferson County, Texas (the "Subdivision"); and

AND WHEREAS, Declarant desires to provide for, among other matters, the preservation of the values in said Subdivision and desires to subject the Property, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, and easements hereinafter set forth for the benefit of the Property and for every owner of any part thereof;

AND WHEREAS, Declarant agrees that the Property is to be subdivided and conveyed by deed of one or more tracts and that all of the Property shall be held, sold and conveyed subject to these Restrictions, as defined below; and

NOW THEREFORE, for the purposes of creating and carrying out a uniform plan for the use, improvement and sale of the Property as a restricted subdivision and of each piece or tract of the Property, Declarant imposes the Restrictions (as defined below) on the Property and on each of the Tracts (as defined below).

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Tracts in the Subdivision, and for the purpose of providing for the orderly development, use and enjoyment of the Tracts in the Subdivision, Declarant declares that all of the Property and all Tracts in the Subdivision shall be used, held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in this Declaration. The provisions of this Declaration, together with any restrictions contained in any deed from Declarant of any part of the Property, and any amendments to any of the foregoing, are referred to as the "Restrictions."

The Restrictions constitute covenants running with the land and are binding upon all parties having any interest in any part of any of the Property or in any of the Tracts in the Subdivision, and upon all such parties' heirs, successors and assigns, and inure to the benefit of such parties and their heirs, successors and assigns. Each contract or conveyance affecting any part of the Property or any of the Tracts is deemed to incorporate the Restrictions, the same as if fully copied verbatim and incorporated in such contract or conveyance, both by virtue of the recording of this Declaration and/or by reference to this instrument.

ARTICLE I
DEFINITIONS

1.01 "Declarant" means the Declarants named above, and, regardless of where used in

this Declaration, includes Declarants' heirs, successors and assigns.

- 1.02 "Tract" means each of the tracts conveyed by Declarant of any part of the Property, and any tract or lot contained in any subdivision of any of those Tracts, which shall remain in all cases subject to these Restrictions; any further splitting or subdivision of any of the Tracts by any party other than Declarant is permitted only if done in accordance with all Applicable Law.
- 1.03 "Owner" means any owner, whether one or more persons or entities, of title to any Tract, or portion of a Tract, but excluding those having such interest merely as security for the performance of an obligation.
- 1.04 "Property" means the real property described on Exhibit "A" and such additions thereto as may hereafter be brought within these Restrictions.
- 1.05 "Applicable Law" includes statutes, regulations, ordinances, rules, guidelines, standards and common-law principles adopted, established or applied by applicable governmental authorities.

ARTICLE II RESERVATIONS AND DEDICATION

2.01 Utilities. Declarant dedicates and reserves a utility easement across a strip of land twenty feet (20') wide across each Tract running with and adjoining any public right of way to lay, construct, maintain, operate, repair, replace and remove utility lines (including without limitation, water lines, sewer lines, gas lines, electric lines, telephone and communication lines, and cable television lines, whether located above or below ground); and, further Declarant reserves for Declarant the right and easement, without further assent or permit from any Owner, to grant franchises and easements to any public or private utility company, municipality, cable service provider company, telephone company or water company, to lay, construct, maintain, operate, repair, replace and remove any type of public and private utility lines (including but not limited to, any electric, gas, water, sewer, cable service line, telephone line and any other type of utility line approved by Declarant) in said easements. Declarant has the right of access to and across each Tract to lay, construct, maintain, repair and/or replace any utility lines. Any and all claims for damages against the Declarant or any public or private company or any other agent or servants due to the construction, maintenance, repair, or replacement of any private or public utility lines on account of temporary or other inconvenience caused thereby, are hereby waived by any Owner and Owner's heirs, successors and assigns.

ARTICLE III USE RESTRICTIONS

The Property and each Tract situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used only as follows and subject to the following terms, conditions, limitations, covenants, and restrictions:

3.01 Residential Purposes. Except as otherwise expressly provided in these Restrictions with respect to the 50'x100' (approximately) metal sided shed and shop enclosed therein located on the Property as of the execution of these Restrictions (the "Existing Shed") (and for emergency services purposes, the Tract on which such Existing Shed is then located), each Tract (including land and all improvements on each Tract) may only be used and occupied for single family residential purposes, together with limited agricultural uses that are secondary and incidental to the residential purpose, and, except as otherwise provided with respect to the Existing Shed (and for emergency services purposes, the Tract on which such Existing Shed is then located), no Owner or other occupant may use or occupy any Tract, or permit the same or any part, thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner (or such Owner's tenant) and their families and domestic servants employed on the premises

and for incidental agricultural uses described above. The "Existing Shed" may be repaired, improved, or replaced, but as used herein, the term "Existing Shed" does not include and does not permit any enlargement of the exterior dimensions of the Existing Shed except by a governmental emergency services provider. The permitted uses of the Existing Shed include (a) office use of the existing office spaces located in the Existing Shed and/or commercial, agricultural uses of the Existing Shed, provided at the same time the person operating or managing such office or conducting such commercial, agricultural use occupies the residence on the Tract on which the Existing Shed is located as such person's primary residence, and (b) the operation of an emergency services provider by a governmental authority and associated uses of the Existing Shed and the Tract on which it is located by such governmental authority. As used herein the term "single family residential purposes" specifically excludes and prohibits, but without limitation, the use of any Tract for a multifamily dwelling, duplex apartment, garage apartment, or other apartment use; provided, however, an Owner may construct a second residence on a Tract for private use as an apartment by a member of the Owner's family or by a domestic servant employed by the Owner.

3.02 Minimum Living Space. The main residential dwelling constructed on any Tract must contain a minimum of 2,500 square feet of living space. For purposes hereof, living space shall mean the interior of the dwelling for which ventilation, heating and air conditioning is provided, and porches, garages, and other spaces that are not air conditioned are excluded from the number of square feet to be counted.

3.03 Setback Requirements and Building Location. No dwelling, building, garage, carport, storage building, accessory building, storage tank, barn, stock pen, shelter, or any other structure of any type may be erected on any Tract nearer to the front property line than one hundred feet (100') and no such dwelling, building, garage, carport, storage building, accessory building, storage tank, barn, stock pen, shelter, or any other structure of any type may be located nearer than fifty feet (50') to any side street line, any rear Tract line, or any side Tract line. The "front" of a Tract is the longest Tract line adjoining a public road.

3.04 Utilities. Each residence situated on a Tract shall be connected to electrical utility lines as soon as practicable after same are available at the Tract line. Sewer service will be by private septic system installed on each Tract at the Owner's expense, and each private septic system must at all times satisfy Applicable Law and must be maintained in a sanitary and good operating condition. Septic tanks and systems must not drain into any ditch, natural drain, or other excavation. Each Owner must pay all applicable fees and charges relating to the use of the utilities, including water systems, as may be established and assessed from time to time; any such fees and charges shall be billed directly to the Owner.

3.05 Elevation Requirements. The minimum elevation of each foundation of any dwelling on a Tract shall be thirty-one feet (31') above sea level, or such other elevation (whether higher or lower than 31') as may be certified or approved as appropriate or required under any Applicable Law, in writing by Jefferson County Drainage District No. 6 or any successor or similar governmental authority having jurisdiction over the Tract. Notwithstanding the foregoing, Declarant makes no representation or warranty regarding the minimum elevation requirements imposed by Applicable Law or necessary to protect a structure from flooding.

3.06 Collection and Waste Materials. Each Tract Owner shall make or cause to be made arrangements with a waste disposal provider for collection and removal from the Tract of garbage and trash on a regular basis. All Tracts shall at all times be kept in a healthful, sanitary and attractive condition. No Tract shall be used or maintained as a dumping or storage ground for garbage, trash, junk or other waste matter, nor for the dumping or storage of any junk vehicles or parts thereof.

3.07 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Tract. No mobile home, mobile, modular or prefabricated home, tent, or shack, except as may otherwise be permitted under this Declaration shall be placed on any Tract or used as a residence on

any Tract, either temporarily or permanently, and no existing or pre-fabricated or pre-constructed structure shall be moved onto any Tract from another location. These Restrictions do not prohibit secondary residences, garages, carports, barns, storage buildings, or sheds otherwise satisfying this Declaration provided that such structures are only incidental to the primary use of the Tract as a residence of the Owner or the Owner's tenant. Further, notwithstanding the limitations of this Declaration, temporary structures, facilities and improvements used principally in connection the sale or pre-sale of Tracts by Declarant or principally in connection with the construction of permitted improvements on Tracts are permitted only for the limited period reasonably necessary; such facilities may include a temporary office building, trailers, storage area, signs, portable toilet facilities and/or sales offices. Declarant and builders shall also have the temporary right to use a residence situated on a Tract as a temporary office or model home during the period of construction and sales operations on the Property, but in no event shall a builder have such right for a period in excess of one (1) year after the date of substantial completion of his last residence on the Property. Except as specifically permitted for temporary sales or construction facilities, no outside toilets or privies shall be constructed on any Tract. No trailer of any sort may be used or occupied as a residence or dwelling on any Tract.

3.08 Drilling and Mining Operations. To the maximum extent permitted, these Restrictions prohibit the mineral drilling or development operations, refining, quarrying or mining operations of any kind on or in any Tract. No water wells that (a) supply, deliver, or sell water to any property other than the Tract on which such well is located or (b) serve any other purpose than permitted residential and incidental agricultural uses shall be permitted upon or in any Tract.

3.09 Offensive or Commercial Activities. No noxious or offensive activity shall be conducted on any Tract nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Tracts or their Owners. No commercial activity shall be carried on upon any Tract except incidental agricultural activity that is otherwise permitted under Section 3.01 above, or office use of the Existing Shed, or emergency services use of the Existing Shed and the Tract on which it is located, only that are otherwise permitted under Section 3.01 above.

3.10 Animals. Animals, livestock and poultry on any Tract are subject to the following restrictions:

(a) No more than four (4) dogs are permitted to be kept on any Tract (the foregoing limit does not include dogs generally kept inside a residence at all times);

(b) No more than one large animal for each two (2) full acres contained in the subject Tract is permitted to be grazed on any Tract; the term "large animal" means horse, cow, goat, sheep, llama, and similar animals. The foregoing limitation on large animals does not prohibit, and does not apply to, large animals kept in covered stalls or inside barns. The term "large animal" does NOT include swine, which are subject to the limits below; and

(c) No more than one swine for 4-H, FFA, or similar educational and/or scholarship programs, is permitted on a Tract at any time.

All dogs, large animals, and swine must be controlled by fencing and gates, leashes, pens, or other restraints to prevent such animals from roaming outside of the Tract on which such animals are being kept.

3.11 Duties of Owners. Owners and occupants (including lessees) of any Tract shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Tract so owned or occupied, including buildings, structure, improvements, fences, landscaping, grounds and drainage easements or areas and vacant land, in a well-maintained, safe, clean, neat and attractive condition at all times, including controlling and mowing weeds and cleaning and repainting the exterior of buildings and other structures, and any fences or other improvements.

3.12 Hunting and Firearms. No discharge of any rifle or pistol is allowed from or in the Subdivision. Hunting within or from any part of the Subdivision is permitted only in accordance with

Applicable Laws, and only using bow and arrow, cross bow, or shotgun.

ARTICLE IV ADDITIONS TO PROPERTY SUBJECT TO THIS DECLARATION

4.01 Additions to Property. The Declarant may add or annex additional residential/agricultural real property to the scheme of this Declaration by filing of record a supplemental declaration of covenants, conditions and restrictions ("Supplemental Declaration") which may extend the scheme of these Restrictions, provided, however, that as to the additional property such Supplementary Declaration may modify the Restrictions (including without limitation amendment of Exhibit "A") as may be necessary to reflect the different character, if any, of the added properties and as are not materially inconsistent with this Declaration and do not adversely affect the plan of development as established by this Declaration. This provision does not imply that any of these Restrictions apply to any land other than the Property described on Exhibit "A."

ARTICLE V GENERAL PROVISIONS

5.01 Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, the Restrictions, including the right to recover reasonable attorney's fees. Failure by the Declarant 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.

Except in situations justifying the issuance of a temporary restraining order or temporary injunction, the Declarant or the Owner seeking to enforce these Restrictions shall first notify the Owner (or occupant of a Tract), in writing, of the violation of the Restrictions which has occurred and provide said Owner or occupant a reasonable opportunity to remove or correct such violation; if, after being provided adequate notice and a reasonable time to cure such violation, the Owner fails or refuses to do so, the Declarant or the Owner seeking to enforce these Restrictions may proceed with appropriate legal action.

The delay, forbearance or failure of enforcement of any of the Restrictions for any violation or threatened or attempted violation shall not constitute a waiver of the right of Declarant or any Owner to thereafter enforce any of the Restrictions, whether as to the subject violation or as to any subsequent violation or threatened or attempted violation.

5.02 Invalidity. Invalidation of any one part of the Restrictions, whether by judgment, court order, or otherwise, shall in no way affect any other part or any other provision(s), which shall remain in full force and effect.

5.03 Term. Duration and Amendments. The covenants and restrictions of the Restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Tract subject to this Declaration, and their successors and assigns, for a term of seventy-five (75) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The Restrictions may be amended or terminated at any time, and from time to time, by an instrument signed by Owners of Tracts comprising seventy-five percent (75%) or more of the total acreage of the Property subject to these Restrictions, whether such Property is included in these initial Restrictions or such Property is added to these Restrictions as provided by Article IV above. Any amendment or termination must be recorded in the Official Public Records of Jefferson County, Texas.

5.04 Use of Terms. The singular wherever used herein shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to

corporations, entities, trusts, or individuals, men or women, shall in all cases be assumed as though fully expressed in each case.

5.05 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

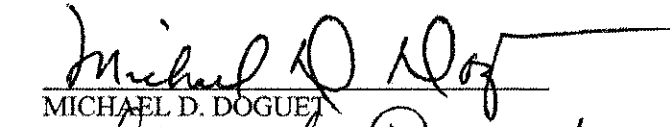
5.06 Notices to Owner. Any notice required to be given to any Owner under these Restrictions shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to Owner (a) at the property address or (b) at the address shown in the records of the Jefferson County Appraisal District as the mailing address of the Owner at the time of such mailing.

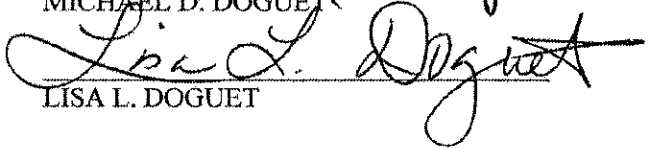
5.07 Termination of and Responsibility of Declarant. If Declarant conveys all of its remaining ownership of the Properties and assigns all its rights, benefits and obligations as Declarant hereunder to any entity, trust, or person, then Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such entity, trust or person shall succeed to the rights of Declarant and shall be obligated to perform all such duties and obligations of Declarant.

5.08 Joinder of Lienholder. Security State Bank, a Texas banking corporation ("Lienholder"), being the holder of a lien on the Property, joins with Declarant in the execution of this Declaration for the purposes of (a) consenting to the grant or dedication by Declarant of the easements granted or reserved in this Declaration, and (b) subordinating its lien to these Restrictions and such easements. However, Lienholder joins herein solely as a lienholder and only for the purposes set forth above in this section, and it does not assume any of the liabilities, duties, covenants, warranties or obligations, if any, of Declarant, nor does Lienholder make any warranties, representations, or guaranties, whether express or implied, by execution of this Declaration.

5.09 Variances. The Declarant may, in its sole discretion, approve any variance of any of the Restrictions to overcome practical difficulties and prevent unnecessary hardships in the application of the Restrictions, provided that such variance may not be materially detrimental to or materially injure the other Tracts and the Subdivision.

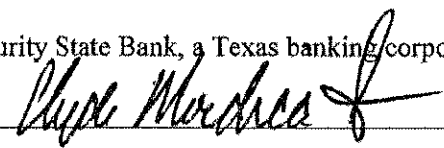
EXECUTED effective May 4th, 2015.


MICHAEL D. DOGUET


LISA L. DOGUET

LIENHOLDER:

Security State Bank, a Texas banking corporation

By: 

Its: _____

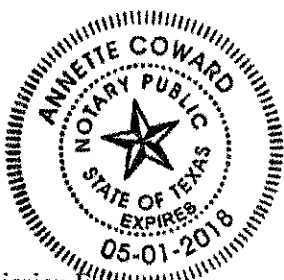
STATE OF Texas §
 COUNTY OF Cherokee §

BEFORE ME, the undersigned authority, on this day personally appeared Michael D. Doguet,

☒ known to me
☐ proved to me on the oath of _____
 or through _____

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.

Given under my hand and seal of office this 4th day of May, 2015.



{SEAL}
 My Commission Expires: _____

Annette Coward
 SIGNATURE OF NOTARY

Annette Coward
 TYPED OR PRINTED NAME OF NOTARY
 NOTARY PUBLIC, STATE OF TEXAS

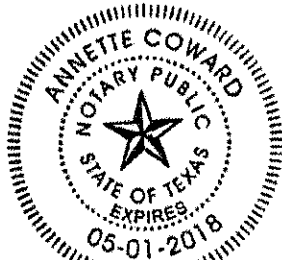
STATE OF Texas §
 COUNTY OF Cherokee §

BEFORE ME, the undersigned authority, on this day personally appeared Lisa L. Doguet,

☒ known to me
☐ proved to me on the oath of _____
 or through _____

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of May, 2015.



{SEAL}
 My Commission Expires: _____

Annette Coward
 SIGNATURE OF NOTARY

Annette Coward
 TYPED OR PRINTED NAME OF NOTARY
 NOTARY PUBLIC, STATE OF TEXAS

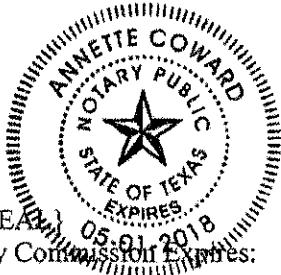
STATE OF Texas §
 COUNTY OF Chambers §

BEFORE ME, the undersigned authority, on this day personally appeared Clyde E. Mordica
Bank's Chief President of Security State Bank, a Texas banking corporation,

☒ known to me
☐ proved to me on the oath of _____
 or through _____

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated on behalf of and as the act and deed of said Security State Bank.

Given under my hand and seal of office this 4th day of May, 2015.



{SEAL} My Commission Expires:

Annette Coward
 SIGNATURE OF NOTARY

Annette Coward
 TYPED OR PRINTED NAME OF NOTARY
 NOTARY PUBLIC, STATE OF Texas

EXHIBIT "A"

Fittz & Shipman

INC.

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Chairman
Billy J. Smith, Jr., President

Consulting Engineers and Land Surveyors
Donald R. King, P.E.
Walter J. Ksiazek, R.P.L.S.

**FIELD NOTE DESCRIPTION
FOR A
552.33 ACRE TRACT
OUT OF THE
JAMES GERISH, SR. LEAGUE, ABSTRACT 24
AND THE
H.T. & B. R.R. SURVEYS,
SECTION 5, ABSTRACT 140,
SECTION 6, ABSTRACT 702 AND
SECTION 9, ABSTRACT 149
JEFFERSON COUNTY, TEXAS
APRIL 14, 2015**

That certain 552.33 acre tract out of the James Gerish, Sr. League, Abstract 24 and the H.T. & B. R.R. Surveys, Section 5, Abstract 140; Section 6, Abstract 702 and Section 9, Abstract 149, Jefferson County, Texas, and being the remainder of a called 565.251 acre tract conveyed to Michael D. Doguet and Lisa L. Doguet as recorded in Clerks File No. 2014003244 of the Official Public Records of Jefferson County, Texas, said 552.33 acres being more particularly described by metes and bounds as follows:

Note: Bearings are based on the NAD83, Texas State Plane Coordinate System, South Central Zone #4204.

BEGINNING at a ½" iron pipe found in the west right-of-way line of S. Pine Island Road for the southeast corner of a called 19.26 acre tract conveyed to William A. Kiker and wife, Cheryl L. Kiker as recorded in Clerks File No. 2005003538 of the Official Public Records of Jefferson County, Texas and the northeast corner of the said 565.251 and 552.33 acre tracts;

THENCE South 02°51'49" East along the said west right-of-way line of S. Pine Island Road and the east line of the said 565.125 and 552.33 acre tracts a distance of 2090.74 feet (called South 2091.01 feet) to a capped iron rod found for the northeast corner of a called 9.125 acre tract (Ditch 607) conveyed to Jefferson County Drainage District No. 6 as recorded in Clerks File No. 2014035411 of the Official Public Records of Jefferson County, Texas and the most easterly southeast corner of the said 552.33 acre tract;

THENCE along the north and west lines of the said 9.125 acre tract and the south and east lines of the said 552.33 acre tract with the following courses and distances:

South 27°30'49" West a distance of 55.59 feet (called South 30°27'52" West 55.59 feet) to a capped iron rod found for an angle point;

Fittz & Shipman, Inc.
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Project No. 14110Bdry
Plat & Description

1405 Cornerstone Court - Beaumont, Texas 77706 • (409) 832-7238 • fax (409) 832-7303
Tx Board of Prof Engineers Firm No. 1160 • Tx Board of Prof Land Surveyors Firm No. 100186

South 42°07'26" West a distance of 636.15 feet (called South 44°59'47" West 636.26 feet) to a capped iron rod found for an angle point;
 South 61°02'08" West a distance of 92.30 feet (called South 63°55'42" West 92.30 feet) to a capped iron rod found for an angle point;
 South 78°32'13" West a distance of 369.49 feet (called South 81°24'54" West 369.52 feet) to a capped iron rod found for an angle point;
 South 72°26'48" West a distance of 425.06 feet (called South 75°19'07" West 425.08 feet) to a capped iron rod found for an angle point;
 South 56°59'23" West a distance of 1007.01 feet (called South 59°51'45" West 1007.06 feet) to a capped iron rod found for an angle point;
 South 69°37'52" West a distance of 198.43 feet (called South 72°29'05" West 198.39 feet) to a capped iron rod found for an angle point;
 South 84°22'53" West a distance of 349.53 feet (called South 87°14'45" West 349.61 feet) to a capped iron rod found for an angle point;
 South 88°17'20" West a distance of 1657.29 feet (called South 88°51'15" West 1657.44 feet) to a capped iron rod found for an angle point;
 South 78°53'57" West a distance of 299.28 feet (called South 81°45'45" West 299.21 feet) to a capped iron rod found for an angle point;
 South 63°51'46" West a distance of 274.32 feet (called South 66°42'45" West 274.32 feet) to a capped iron rod found for an angle point;
 South 52°42'57" West a distance of 638.69 feet (called South 55°34'45" West 638.76 feet) to a capped iron rod found for an angle point;
 South 31°21'05" West a distance of 397.80 feet (called South 34°11'45" West 397.89 feet) to a capped iron rod found for an angle point;
 South 23°23'20" West a distance of 1396.66 feet (called South 26°14'45" West 1396.60 feet) to a capped iron rod found for an angle point;
 South 30°18'36" West a distance of 384.12 feet (called South 33°08'45" West 384.04 feet) to a capped iron rod found for an exterior corner of a called 5.735 acre tract (Ditch 607) described in the said Clerks File No. 2014035411 and the most southerly southeast corner of the said 552.33 acre tract;

THENCE South 86°02'39" West along an interior line of the said 5.735 acre tract and the south line of the said 552.33 acre tract a distance of 49.83 feet (called South 88°49'35" West 49.77 feet) to a capped iron rod found for an angle point of the said 5.735 acre tract and the southwest corner of the said 552.33 acre tract;

THENCE along the easterly line of the said 5.735 acre tract and the westerly line of the said 552.33 acre tract with the following courses and distances:

North 38°20'21" West a distance of 232.44 feet (called North 35°29'35" West 232.42 feet) to a capped iron rod found for an angle point;
 North 31°30'10" West a distance of 156.99 feet (called North 28°41'19" West 157.09 feet) to a capped iron rod found for an angle point;
 North 23°24'29" West a distance of 838.49 feet (called North 20°33'55" West 838.50 feet) to a capped iron rod found for an angle point;
 North 17°01'15" West a distance of 396.61 feet (called North 19°51'21" West 396.54 feet) to a capped iron rod found for an angle point;
 North 15°44'21" West a distance of 383.28 feet (called North 12°53'55" West 383.32 feet) to a capped iron rod found for an angle point;

Fittz & Shipman, Inc.

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Project No. 141108dry

Plat & Description

North 13°40'24" West a distance of 330.79 feet (called North 10°50'28" West 330.80 feet) to a capped iron rod found for an angle point;
 North 06°50'58" West a distance of 294.37 feet (called North 04°01'15" West 294.37 feet) to a capped iron rod found for an angle point;
 North 02°28'39" East a distance of 221.35 feet (called North 05°18'05" East 221.39 feet) to a capped iron rod found for an angle point;
 North 06°32'14" East a distance of 238.33 feet (called North 09°22'45" East 238.33 feet) to a capped iron rod found for an angle point;
 North 26°17'28" East a distance of 704.60 feet (called North 29°06'45" East 704.61 feet) to a capped iron rod found for an angle point;
 North 07°08'43" East a distance of 755.84 feet (called North 10°08'25" East 755.72 feet) to a capped iron rod found for an angle point;
 North 04°43'11" East a distance of 456.97 feet (called North 07°33'45" East 457.03 feet) to a capped iron rod found for an angle point;
 North 22°45'40" East a distance of 55.34 feet (called North 25°43'00" East 55.42 feet) to a capped iron rod found for an angle point;
 North 41°01'20" East a distance of 169.08 feet (called North 43°52'15" East 169.05 feet) to a capped iron rod found for an angle point;
 North 61°19'02" East a distance of 326.13 feet (called North 64°10'25" East 326.15 feet) to a capped iron rod found for an angle point;
 North 48°06'18" East a distance of 355.29 feet (called North 50°58'45" East 355.34 feet) to a capped iron rod found for an angle point;
 North 45°15'49" East a distance of 333.20 feet (called North 47°07'25" East 333.21 feet) to a capped iron rod found for an angle point;
 North 46°32'10" East a distance of 256.91 feet (called North 49°24'05" East 256.90 feet) to a capped iron rod found for an angle point;
 North 67°11'36" East a distance of 23.36 feet (called North 69°45'08" East 23.45 feet) to a capped iron rod found in the south line of a called 284.145 acre tract conveyed to Terrell-Clark, Inc. (aka Crossfire Farms, Inc.-Clerks File No. 2007030994) and a called 3.845 acre tract for a drainage easement conveyed to Jefferson County Drainage District No. 6 as recorded in Clerks File No. 2002005467 of the Official Public Records of Jefferson County, Texas and the north line of the said 565.251 acre tract for the northeast corner of the said 5.735 acre tract and the northwest corner of the said 552.33 acre tract;

THENCE North 87°14'43" East along the said south line of the 284.145 and 3.845 acre tracts being the north line of the said 565.251 and 552.33 acre tracts a distance of 4677.34 feet (called North 89°58'00" East) to a 2" iron pipe found for the southeast corner of the said 3.845 acre tract and an angle point of the said 565.251 and 552.33 acre tracts;

THENCE North 82°29'33" East continuing along the said south line of the 284.145 and 19.26 acre tract being the said north line of the 565.251 and 552.33 acre tracts a distance of 927.38 feet (called North 85°14'30" East 930.00 feet-Clerks File No. 2014003244) to the **POINT OF BEGINNING** and containing 552.33 acres of land, more or less.

This Field Note Description is based on a survey performed by Fittz & Shipman, Inc. during March and April 2015.

Walter J. Kslazek
 Registered Professional Land Surveyor No. 5321

Fittz & Shipman, Inc.

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 Project No. 14110Bdry
 Plat & Description

Return To:

DUNHAM HALLMARK PLL
4180 DELAWARE ST., STE 301
BEAUMONT TX 77706

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

May 05, 2015 03:11:33 PM

FEE: \$70.00

2015013992