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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

ST. LOUIS COURT, A SUBDIVISION IN THE
CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made and executed on the date hereinafter set forth by GUSEMAN HOMES, INC. (the "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of a certain 2.95 acre tract of land (the "Land") out of and part of the C. Williams League in Beaumont, Jefferson County, Texas, as more fully and particularly described in Exhibit "A" attached to and made a part of this Declaration for all purposes; and

WHEREAS, Declarant has caused said Land to be platted and subdivided into an addition or subdivision in the City of Beaumont, Jefferson County, Texas, known or to be known as ST. LOUIS COURT, a Subdivision in the City of Beaumont, Jefferson County, Texas (the "Subdivision"), in accordance with and as shown upon the Final Plat of said Subdivision, prepared by Kohler & Kohler Engineers & Surveyors, and filed herewith.

NOW, THEREFORE, Declarant does hereby and herewith adopt the aforementioned Final Plat of said Subdivision and does hereby declare that said subdivided Land, as described and reflected upon said Final Plat, is and shall henceforth be known and designated as "ST. LOUIS COURT, a Subdivision in the City of Beaumont, Jefferson County, Texas". Declarant does hereby and herewith adopt (and incorporates into and as part of this Declaration) the basic restrictions and limitations set forth upon said Final Plat, and such basic restrictions and limitations shall have and be of the same force and effect as if set forth as specific restrictions or limitations in this Declaration.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to COURT OF ST. LOUIS PROPERTY OWNERS ASSOCIATION, a Texas Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee or undivided fee simple title to or interest in any lot which is part of the Subdivision, including contract sellers, but shall not include (a) those holding title merely as security for the performance of an obligation, or (b) those holding title to, or an interest in, the mineral estate only, with no title to, or interest in, the surface estate.

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Section 3. "Subdivision" shall mean and refer to S¹ 10411 COURT, a Subdivision in the City of Beaumont, Jefferson County, Texas, as shown, reflected and described upon the above referred Final Plat thereof.

Section 4. "Common Area" shall mean and refer to all real property (including and together with all improvements now or hereafter placed or constructed thereon) owned or at any time hereafter acquired by the Association (whether by purchase or otherwise) for the common use and enjoyment of the owners. The common area to be owned by the Association shall be all of the property in the Subdivision, excluding (a) the platted lots reflected upon the recorded Final Plat of the Subdivision and the improvements thereon, (b) the water, electric, telephone and other utility lines (and appurtenances thereto) lying, installed and maintained within any utility easements now or hereafter granted or dedicated in, upon or across the Subdivision, (c) the sanitary sewer line or lines (and appurtenances thereto) lying, installed and maintained within the sanitary sewer easement along the westerly boundary of the Subdivision, as reflected upon the Final Plat of said Subdivision, and (d) any portion of a building or other improvement (whether now existing or hereafter constructed upon any lot in the Subdivision) which encroaches upon the common area, provided that an express easement for such encroachment exists pursuant to this Declaration or to a subsequent grant made by the Association in the manner provided herein.

Section 5. "Lot" shall mean and refer to each and every platted plot or building site shown and reflected upon the recorded Final Plat of the Subdivision. However, in the event that a building is constructed in such a manner as to occupy all (or substantially all) of one (1) platted lot and a portion of an adjoining platted lot, then the term "lot" shall also mean and include both (a) the composite or consolidated building site (consisting of the full platted lot and the portion of the adjoining lot combined therewith), and (b) the resulting partial platted lot.

Section 6. "Member" shall mean and refer to each and every person or entity who holds membership in the Association, as provided herein.

Section 7. "Declarant" shall mean and refer to GUSEMAN HOMES, INC., its successors and assigns. However, as used in this paragraph, the term "assigns" shall not be construed to mean, refer to or include any person or entity which shall acquire from GUSEMAN HOMES, INC. one (1) or more of the lots in the Subdivision, whether improved or unimproved, for occupancy or resale, unless the said GUSEMAN HOMES, INC., or its successor, shall expressly assign unto such assignee all of its rights and privileges as "Declarant" under this Declaration.

Section 8. "Mortgage", "deed of trust" or "trust deed" shall mean and refer to a pledge of a security interest in or the creation of a lien upon a lot (or lots), together with any improvements thereon, to secure repayment of a loan made to the owner(s) of such lot or lots (or made to another, but secured by such lot or lots).

Section 9. "Mortgagee" shall mean and refer to the beneficiary of, or secured party in, a mortgage on a lot or lots.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Property Subject to Declaration. The property which is and shall be held, transferred and owned

and occupied subject to the terms, covenants, conditions, restrictions, easements and reservations contained in this Declaration is ST LOUIS COURT, a Subdivision in the City of Beaumont, Jefferson County, Texas, as shown, reflected and described upon the Final Plat of said Subdivision referred to above in this Declaration.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area, which right and easement shall be appurtenant to and pass with the title to every lot, subject to the following rights of the Association:

(a) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against such owner is in arrears and unpaid;

(b) The right of the Association to adopt reasonable rules and regulations governing the use of the common area of the Subdivision, provided that such rules and regulations are for the benefit and protection of all owners and are not discriminatory (either in content or application); and

(c) The right of the Association to dedicate or transfer all or any part of the common area to any municipality, public agency, public authority, or franchised utility company for such purposes and on such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument in writing signed by not less than two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been duly recorded in the office of the County Clerk of Jefferson County, Texas.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by this Declaration or by the Bylaws of the Association, each owner may delegate his right of enjoyment in and to the common area and facilities to his tenants or other persons occupying (in whole or in part) such owner's property.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the willful placement, settling or shifting of the improvements constructed, reconstructed or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms and covenants of this Declaration. Such easement shall exist to a distance of not more than one (1) foot, all measured from any point on the common boundary line between adjacent lots, and between any lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. Except where otherwise permitted in this Declaration, no easement for encroachment shall exist as to any encroachment due to the willful conduct of any owner.

Section 4. Recorded Easement. An existing easement for installation and maintenance of a sanitary sewer line (or lines), together with appurtenances thereto, along the westerly boundary line of the Subdivision is shown and designated as such upon the Final Plat of the Subdivision. Except as hereinafter provided, no building, structure or other improvement of any kind shall

shall at all times be open and accessible to the City of Richmond, its successors and assigns, and their respective employees and contractors, for the purposes of installing, removing, relocating, repairing, maintaining and replacing the said sewer line (or lines) and appurtenances now or hereafter installed within such easement and for making connections thereto.

It is further provided that the easement shall be obtained from the Board of Public Works of the City of Richmond (hereinafter required) and from the City of Richmond, its successors or assigns, and (b) neither the Declarant nor the Association (or its successors or assigns) shall be liable for any damage done to any such easement, or for any other improvements placed or constructed within the easement or for any disruption or interruption or injury or expense resulting from any work done within such easement in the course of installing, removing, relocating, repairing, maintaining or replacing such sanitary sewer line and appurtenances thereon or to making connections thereto.

Section 2. Easement. An easement over the lot and all of the common area of the Subdivision is hereby granted to all police, fire protection, maintenance and trash collection vehicles and personnel or their agents, and the presence and performance of their duties. Further, a like easement is hereby reserved by Declarant in favor of the Association, its representatives, agents, employees and contractors, to enter on and upon or to cross any lot and the common area of the Subdivision for the purpose of performing the duties or rights of maintenance, repair and reconstruction herein provided.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every owner of a lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. Classes of Members. The Association shall have two (2) classes of members, as follows:

Class "A". Class "A" members shall be all owners of a lot or lots in the Subdivision, with the exception of Declarant. When more than one (1) person holds an interest in a given lot, all of such persons shall be members.

Class "B". The Class "B" member shall be the Declarant. The Class "B" membership shall cease and be converted to Class "A" membership upon the occurrence of either of the following events, whichever shall first occur:

(a) January 1, 1968; or

(b) When the total number of votes in the Class "A" membership equals or exceeds the total number of votes outstanding in the Class "B" membership.

Section 3. Voting Rights. On any motion submitted to a vote of the members of the Association, voting shall be as follows:

the perimeter boundaries of such lot. By way of example, if a lot owned by one (1) or more Class "A" members contains one thousand (1,000) square feet of land area, such Class "A" member(s) shall be entitled to cast for such lot one thousand (1,000) votes on any matter submitted to a vote of the Association's membership. Where a given lot is owned by more than one (1) Class "A" member, such member(s) shall be entitled to cast for such lot the sum of the votes of each of such member(s).

Class "B" Membership. The Class "B" member(s) shall be entitled to cast three (3) votes for each one thousand square feet of land area contained within the perimeter boundary of each lot owned by such Class "B" member. By way of example, if the Class "B" member(s) own one (1) lot(s) which contain(s) the approximate area of one thousand (1,000) square feet of land area, the Class "B" member shall be entitled to cast for such lot(s) nine thousand (9,000) votes on any matter submitted to a vote of the Association's membership.

For the purpose of calculating the number of votes which an owner(s) of any lot in the Subdivision shall be entitled to cast for such lot, fractions of a square foot of land area shall be rounded (either up or down) to the nearest non fractional number of square feet. The determination of the square-footage of the lots in the Subdivision by the Board of Directors of the Association (for the purpose of calculating the number of votes for each such lot) shall be conclusive and binding on all members of the Association.

Section 4. Voting by Class. Excepting those instances where voting (or agreement) by class is specifically required in this Declaration or in the bylaws of the Association, voting shall be by the members as a whole, and not by class.

ARTICLE V

ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments. Declarant, for each lot owned by it in the Subdivision, hereby covenants, and each owner of a lot in the Subdivision is hereby deemed to covenant by acceptance of a deed to such lot (whether or not it shall be so expressed in such deed), to pay to the Association (a) regular annual assessments, (b) special assessments for capital improvements, and (c) additional lot assessments. Such assessments shall be established and collected in the manner hereinafter provided. The regular annual assessments, special assessments for capital improvements, and additional lot assessments, together with interest, costs and reasonable attorney's fees thereon, shall be a charge upon the land and a continuing lien on each lot against which an assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees thereon, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title unless expressly assumed by them.

Section 2. Purpose of Regular Annual Assessments. The regular annual assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the owners and occupants of the Subdivision; to promote the orderly development, maintenance and preservation of the character of the Subdivision; for the improvement and maintenance of the law and order; and, to the extent provided herein, to provide for the Subdivision. Regular annual assessments shall be levied

include, and the Association shall acquire and pay for, the funds derived from the regular annual assessments of the Association:

(a) Maintenance and repair of the common area, including all landscaping, driveways, service drives, sidewalks and parking areas located in common area;

(b) Acquisition or furnishing of any equipment for the common area as may be determined by the Association, including, without limitation, all tools, machinery and personnel necessary for the maintenance, operation and use of the common area;

(c) Maintenance and repair of all utility lines serving the common area or serving the Subdivision (to the extent the same are not subject to maintenance by the City of Beaumont or a public utility company); and maintenance of any public drainage facilities in or serving the common area, as may be required by the Subdivision;

(d) Maintenance, lighting, repair and (when required) replacement of any project sign or marker constructed or erected on the common area;

(e) Fire and extended coverage insurance upon the insurable improvements in or on the common area in an amount not less than one hundred percent (100%) of the current replacement cost thereof;

(f) Liability insurance insuring the Association against any and all liability to the public, or to any owner or tenant of any owner, or to any guest, customer, client or invitee of any owner or tenant, arising out of their occupancy and/or use of the common area, together with coverage on owned, hired and non-owned vehicles. Additionally, if available, the Association shall maintain liability coverage protecting the officers and Directors of the Association from liability for their acts or omissions in such capacities. The policy limits shall be set by the Association and shall be reviewed at least annually and increased (or decreased) as determined by the Association;

(g) Worker's compensation insurance to the extent necessary to comply with the statutes of the State of Texas, and any other insurance deemed necessary by the Association for the protection of the Association;

(h) At the election of the Board of Directors of the Association, a standard fidelity bond covering all members of the Board of Directors and officers of the Association and all other employees or agents of the Association having any access to or control over any of the funds or investments of the Association. Such fidelity bond shall be written in such amount and the Board of Directors of the Association shall determine to time, determine adequate to protect the Association;

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance and taxes or assessments (including, without limitation, ad valorem taxes levied upon the common area and franchise taxes) which the Association is required to pay or incur in the operation and maintenance of the Subdivision.

be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common area, for the benefit of the owners, or for the enforcement of the provisions of this Declaration or the Bylaws, rules and regulations of the Association;

(k) The limited exterior maintenance of the lots in the Subdivision to be performed by the Association (as hereinafter more fully provided) and

l) At the election of the Board of Directors of the Association, private trash collection service on the lots in the Subdivision.

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

Section 4. Special Assessments for Capital Improvements. In addition to the regular annual assessments authorized and provided for above, the Association may fix and levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto. Any such special assessment, before becoming effective and a binding obligation of the lot owners, must be approved by a two-thirds (2/3rds) vote of each class of members who are voting, either in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Action under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 above shall be sent to all members not less than ten (10) nor more than fifty (50) days in advance of such meeting. Such notice must 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%) or more of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum for the preceding meeting. No such subsequent (second) meeting shall be called or held more than fifty (50) days after the first meeting.

Section 6. Uniform Rate of Assessment. Regular annual assessments and special assessments for capital improvements (but not the additional lot assessments provided for water hookups) must be fixed at a uniform rate for all lots in the Subdivision, based upon the square footage of the lots. Nothing herein shall be deemed or construed to mean that each lot shall bear the cost regular annual assessment or special assessment as another lot, but only that the total regular annual assessment or special assessment shall be apportioned and allocated among the lots in the Subdivision in accordance (or in substantial accordance) with the respective square-footages of such lots.

Section 7. Collection of Regular Annual and Special Assessments. The regular annual assessment shall be collected by the Association on a monthly, quarter-annual or semi-annual basis, as determined by the Board of Directors from time to time. Special assessments for capital improvements shall be collected on such

basis as shall be determined by the vote of the membership in approving the establishment and levy of such special assessments.

Section 8. Establishment and Notice of Regular Annual Assessment. At the organizational meeting of the initial Board of Directors of the Association, the Board of Directors shall fix and establish the initial assessment period (which may be a partial or full year) and shall fix and establish the regular annual assessment (or prorated regular annual assessment) for such initial assessment period. After such initial assessment period and the regular annual assessment (or prorated regular annual assessment) therefor has been fixed by the Board of Directors, written notice shall be given by the Board of Directors to the owner(s) of each lot, setting forth (a) the term and date of commencement of the initial assessment period, (b) the regular annual assessment (or prorated regular annual assessment) for such initial assessment period, and (c) the manner in which such regular annual assessment (or prorated regular annual assessment) for such initial assessment period is to be paid (including the due date or dates of payment of such assessment). Thereafter, not less than thirty (30) days prior to the commencement of each succeeding annual assessment period, the Board of Directors of the Association shall fix and establish the regular annual assessment for such ensuing annual assessment period and shall give written notice thereof (including the manner in which such regular annual assessment is to be paid) to the owner(s) of each lot in the Subdivision. Upon a new person or entity becoming the owner of a lot in the Subdivision (and upon notification of such fact given to the Board of Directors of the Association), it shall be the duty of the Board of Directors to notify such new owner of the regular annual assessment charged upon his lot (in the same manner as notice is given to those owners owning lots as of the commencement of any annual assessment period). The failure of the Board of Directors to give written notice to any owner, as herein required, shall not in any manner exempt or relieve such owner from his obligation to pay the regular annual assessment on his lot or lots, but such owner shall not be in default for failure to pay his regular annual assessment until notice of such regular annual assessment is given to such owner in the manner herein provided. Each lot owner (including Declarant) covenants and agrees to give written notice to the Board of Directors of the Association upon the sale or transfer by such lot owner of his lot, including the name and mailing address of the lot purchaser(s) and the date upon which the sale or transfer was or will be effected.

Section 9. Certification of Payment of Assessments. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on any specified lot have been paid. A properly executed certificate as to the status of assessments on a particular lot shall be conclusive and binding upon the Association as of the date thereof as to any and all persons or entities relying thereon (other than the owner of such lot). The Association may establish and collect a reasonable charge for the issuance of such certificates.

Section 10. Effect of Nonpayment of Assessments; Remedies of Association.

(a) Any assessment (of whatever kind or character, whether regular annual assessment, special assessment, or additional lot assessment) not paid within ten (10) days of the due date thereof shall be delinquent. Any delinquent assessment shall bear interest from the due date thereof at the rate of eighteen percent (18%) per annum. All unpaid assessments, together with interest thereon as provided above, shall constitute a lien upon the lot together

with all improvements thereon) against which the unpaid assessments were levied by the Association. To evidence such lien, the Association may, but shall not be required to, prepare and file for record in the office of the County Clerk of Jefferson County, Texas, a written notice, signed by an officer of the Association, setting forth the amount of the unpaid assessments, the name of the lot owner, and a description of the lot upon which such assessments are unpaid.

(b) The Association may bring an action at law against the lot owner personally obligated to pay the same or foreclose the lien upon such lot in the manner hereinafter provided. No owner may exempt himself or otherwise escape liability for the assessments herein provided by nonuse or waiver of use of the common area of the Subdivision. Suit to recover a money judgment against a defaulting owner shall be maintainable without foreclosing or waiving the lien securing the assessments owing by such defaulting owner.

(c) The assessment lien may be enforced by foreclosure on the defaulting owner's lot (together with all improvements thereon) by judicial or nonjudicial proceedings (including, without limitation, a nonjudicial foreclosure pursuant to the provisions of the deed of trust [with power of sale] set forth and provided in Section 11 below). The recording of a notice (in accordance with the provisions of subparagraph "a" above) shall be a prerequisite to the commencement of foreclosure proceedings against a lot.

Section 11. Deed of Trust (With Power of Sale. To secure the payment of all assessments provided for in this Declaration and all interest accrued or accruing thereon pursuant hereto (collectively the "indebtedness"), and for the auxiliary and cumulative enforcement of the lien hereinabove created, and in consideration of the sum of One Dollar (\$1.00) 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 DONALD DE GORDOVA, Trustee, of Jefferson County, Texas, whose mailing address is 1200 Petroleum Building, Beaumont, Texas 77701, and his substitutes or successors, each and all of the lots in the Subdivision (together with all rights, easements, privileges and appurtenances thereto belonging and all improvements now or hereafter placed, constructed or erected thereon).

TO HAVE AND TO HOLD the above described property, together with said rights, easements, privileges and appurtenances thereto belonging and all improvements now or hereafter placed, constructed or erected thereon, 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 aforementioned property and premises unto the said Trustee, his substitutes or successors and assigns forever, against the claims or claims of all persons claiming or to claim the same or any part thereof (subject, however, to any superior liens paramount to the provisions of Section 12 below).

This conveyance, however, is made in trust to secure the payment of the indebtedness described above herein (whether now owed or hereafter accruing to the Association). Should Declarant, its successors or assigns, perform all of the covenants and agreements herein contained and make full payment of all indebtedness accrued hereby (including all of such indebtedness as may ever accrue to the Association pursuant to this Declaration).

then this conveyance shall become null and void and of no further force and effect.

In the event of default by any lot owner(s) in the payment of the indebtedness hereby secured (or any installment thereof), then, in such event, the Association, as the "beneficiary" hereunder, may, at its election, request the Trustee, or his successor or substitute as hereinafter provided, to enforce this trust against the property of the owner(s) in default in the payment of such indebtedness (which request is hereby conclusively presumed); and it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, to enforce this trust; and after advertising the time, place and terms of the sale of such property then subject to the lien hereof, and mailing and filing notices as required by Section 51.002 of the Texas Property Code, as then amended (successor to Article 3810, Texas Revised Civil Statutes), and otherwise complying with that Statute, the Trustee shall sell the property of the owner(s) in default then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property of the owner(s) in default as an entirety or in parcels as the Trustee acting may elect, and make due conveyance to the purchaser or purchasers, with covenants of general warranty binding upon the then owner(s) in default, his(their) heirs and assigns; and out of the money arising from such sale, the Trustee shall pay first, all expenses of advertising the sale and making the conveyance, including a commission of five percent (5%) to himself, and then to the Association, as "beneficiary", the full amount of the indebtedness then owing and secured hereby, rendering the balance of the sales price, if any, to the owner(s) whose property was so sold, his(their) heirs or assigns; and the recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the owner(s) in default, his(their) heirs and assigns.

It is agreed that in the event foreclosure should be commenced by the Trustee, or his substitute or successor, the Association, as "beneficiary", may at any time before the sale of said property direct said Trustee to abandon the sale, and may then institute suit for the collection of said indebtedness then owing to the Association and for judicial foreclosure of this assessment lien. It is further agreed that if the Association should institute a suit for the collection thereof and for a judicial foreclosure of said assessment lien, the Association may, at any time before the entry of a final judgment in said suit, dismiss the same, and require the Trustee, his substitute or successor, to sell the property of the owner(s) in default in accordance with the provisions of this deed of trust.

The Association, as "beneficiary", if it is the highest bidder, shall have the right to purchase at any sale of the property and to have the amount for which such property is sold credited on the indebtedness then owing to the Association.

The Association, as "beneficiary" hereunder, is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein, without any formality other than the designation in writing (executed by the President or Vice President of the Board of Directors of the Association) of a substitute or successor trustee; and the authority herein conferred shall extend to the appointment of other successor and substitute trustees successively; and each substitute and successor trustee shall succeed to all of the rights and powers of the original Trustee named herein.

In the event any sale is made of the property of an owner (or owners) in default, or any portion thereof, under the terms of this deed of trust, such owner(s), his(their) heirs and assigns, shall forthwith, upon the making of such sale, surrender and deliver possession of the property so sold to the purchaser or purchasers at such sale; and in the event of their failure to do so, they shall thereupon (from and after the making of such sale) be and continue to be tenants at will of the purchaser or purchasers thereof, and in the event of their failure to surrender possession of said property upon demand, the purchaser or purchasers (or his or their heirs or assigns) shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed upon the conveyance by Declarant of any lot in the Subdivision, the purchaser of such lot shall take title thereto expressly subject to and encumbered by the provisions of this deed of trust, and by acceptance of a deed to any lot in the Subdivision the purchaser thereof shall be deemed to have ratified, agreed to and confirmed this deed of trust, with the same force and effect as if such purchaser, himself, had executed a new or replacement deed of trust, identical in terms with this deed of trust, but covering only the property so acquired by said purchaser, binding and obligating himself, his heirs and assigns, to all of the terms, covenants and conditions herein contained.

Notwithstanding that the assessment lien and the lien of this deed of trust are and shall remain subordinate to the lien of any perfected "first mortgage", as provided in Section 12 below, it is expressly provided (and each holder of a "first mortgage" upon any lot or lots in the Subdivision, by acceptance of such "first mortgage", agrees) that no foreclosure of any such "first mortgage" or any conveyance by the mortgagor in lieu of such foreclosure shall extinguish or impair this deed of trust as security for the payment of any indebtedness to the Association which shall accrue or become payable after such foreclosure or conveyance in lieu thereof.

Section 12. Subordination of Assessment Lien to Mortgages. The assessment lien herein provided shall be and remain subordinate to the lien of any perfected first mortgage. A "first mortgage" is defined as a mortgage which has first and paramount priority under applicable law. A sale or transfer of a lot shall not affect the assessment lien thereon. However, the sale of a lot pursuant to the foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the assessment lien as to (but only as to) unpaid charges which accrued prior to such foreclosure sale or transfer in lieu thereof. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due and payable or from the lien thereof. The holder of any first mortgage shall be entitled, upon written request made to the Association, to written notification from the Association of any default by such holder's mortgagor (or grantor under a deed of trust or trust deed) in any obligation under this Declaration or the Bylaws of the Association which is not cured within sixty (60) days from the date upon which such default occurred.

Section 13. Additional Lot Assessments. Separately and apart from the regular annual assessments and special assessments provided for above in this Article, the Board of Directors shall have the right to make a special assessment against any lot owner and his lot for any costs incurred by the Association in making any repairs or replacements or performing any maintenance which an owner, although otherwise obligated to make or perform under this Declaration or the Bylaws, shall fail to make or perform within thirty (30) days after the Association has given such owner written notice specifying the repairs, replacements or maintenance to be made or performed.

Section 14. Levy and Collection of Additional Lot Assessments. Any additional lot assessment shall be fixed and levied by the Board of Directors of the Association, and written notice thereof shall be given to the owner of the lot against which assessment is made. Such notice shall specify the nature and amount of the additional lot assessment and the date upon which the same shall be due and payable (which due date shall be not less than 15 days from the date of such notice). Collection of any such additional lot assessment shall be made in the same manner as any other assessment provided for herein, and a lien therefor shall exist in favor of the Association upon the lot (together with the improvements thereon) of the owner against whom the assessment is made.

Section 15. Books and Records. Proper books and records shall be kept by the Association with respect to all assessments made by the Association, and each owner shall at all reasonable times have access to such books and records. The books and records shall be kept in such a manner as to separately identify the assessments and payments thereof on each lot in the Subdivision. No payment made on any individual assessment account shall be transferred or credited to another account without the express written consent of the party making such payment.

ARTICLE VI

OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Owner's Obligation to Maintain and Repair. Each owner shall, at his sole cost and expense, perform such maintenance and make such repairs and replacements to his office building, together with all other structures, installations and appurtenances located upon the lot of such owner, as shall be required to keep such building, structures, installations and appurtenances in substantially the same condition as at the completion of the original construction thereof, excepting only ordinary wear and tear. Additionally, except to the extent that the Association is obligated to furnish and perform yard and landscaping maintenance hereunder, each owner shall maintain his yard area and all sidewalks and driveways on his lot. If any owner shall fail to perform the maintenance or make the repairs required of such owner hereunder, the Association, after giving such owner written notice specifying the required maintenance or repairs, may perform such maintenance or make such repairs if such owner shall not, within thirty (30) days after such notice is given by the Association, perform the maintenance or make the repairs or replacements specified in such notice. The costs incurred by the Association in performing such maintenance or making such repairs or replacements shall, at the election of the Board of Directors of the Association, be the basis for levying an additional lot assessment against such owner and his lot pursuant to the provisions of ARTICLE V above.

Section 2. Owner's Obligation to Rebuild or Demolish. If all or any portion of a building or other structure on any lot in the Subdivision is damaged or destroyed by fire or other casualty, it shall be the duty and obligation of the owner thereof to either (a) repair, restore or reconstruct such building or other structure within a reasonable period of time following the damage or destruction, or (b) if the owner elects not to repair, restore or reconstruct such building or other structure, to demolish and remove the same from the lot within a reasonable period of time following such damage or destruction. If the owner elects to repair, restore or reconstruct, then Architectural Control Committee approval of the plans and specifications for making such repairs, restoration or reconstruction must be obtained prior to commencement thereof, as more fully provided later in this Declaration. The owner of such damaged or destroyed building or other structure shall commence such repairs, restoration

or reconstruction within a reasonable period of time after the occurrence of such damage or destruction and thereafter prosecute the work of repair, restoration or reconstruction of such residence with due diligence and shall complete such repairs, restoration or reconstruction within six (6) months from the occurrence of such damage or destruction, subject only to delays occasioned by matters beyond the reasonable control of such owner. If such owner elects to demolish (as opposed to repairing, restoring or reconstructing), the demolition and removal of such damaged or destroyed building or other structure shall be commenced within a reasonable period of time after the occurrence of the damage or destruction and shall be completed within three (3) months following the occurrence of such damage or destruction, subject only to delays occasioned by matters beyond the reasonable control of such owner. The Association, through its Board of Directors, shall be entitled to injunctive relief to compel compliance by the owner of the damaged or destroyed building or other structure with the provisions hereof.

Section 3. Maintenance by Association. It shall be the duty and obligation of the Association to:

(a) Maintain and repair the common area, including all landscaping and all structures, improvements and installations thereon and to replace (as required by reason of damage, destruction, inadequacy, obsolescence or otherwise) all of such structures, improvements and installations on the common area;

(b) Maintain, repair and (if necessary) replace the driveways, service drives, sidewalks and parking areas located on the common area;

(c) Maintain and repair (and, if required, replace) any project sign or marquee located on the common area;

(d) Maintain and repair utility lines in or serving the common area or serving more than one (1) lot in the Subdivision (to the extent that same are not subject to maintenance by the City of Beaumont or any public utility company);

(e) Maintain any private drainage facilities in or serving the common area or more than one (1) lot in the Subdivision; and

(f) Provide exterior lot maintenance of the lots in the Subdivision as follows: mowing, trimming and care of lawns and landscaping in the area of each lot not enclosed within a privacy or courtyard fence.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. General Authority of Architectural Control Committee. No building, fence, wall, screening device, other structure (of whatever kind or description) shall be demolished, constructed, erected, placed or reconstructed on any lot in the Subdivision, nor shall any exterior addition to or change or attachment of any structure or improvement in the Subdivision, be made until the plans and specifications thereon, showing: (i) the kind, shape, configuration and size thereof; (ii) the location of all improvements, including driveways and sidewalks; (iii) the kind, nature and quality of materials; and (iv) finished grade, topography and elevation; have been submitted to and approved by the Architectural Control Committee (herein called the "Committee") as to (v) the quality of materials; (vi) the conformity of

the planned improvements with the covenants contained in this Declaration; (vii) the harmony of external design (including type, quality and color of roof, exterior materials and color scheme); and location of the planned improvements in relation to other existing or planned structures in the Subdivision. The Committee shall give or withhold approval (as is in the judgment of the Committee proper) of all matters set forth in this Section and in the succeeding sections of this Article (where approval of the Committee is required). Any such approval or disapproval shall be in writing and signed by a member of the Committee (or by its designated representative). If plans and specifications meeting the requirements set forth above in this Section (as to the contents thereof) are submitted to the Committee and are not approved or disapproved within thirty (30) days after the submission thereof, the approval of the plans and specifications by the Committee shall not be required.

Section 2. Committee Control of Landscaping. Landscaping in the Subdivision (except that completely within an enclosed courtyard or patio) shall be maintained and subject to the absolute control of the Committee. No landscaping shall be removed or replaced, nor shall any additional trees, shrubs, plants or other vegetation of any kind or description be planted, on any lot without the prior approval of the Committee.

Section 3. Committee Approval on Repainting. After the original construction of an office building and other improvements on a lot in the Subdivision, no exterior repainting of building or other exterior improvements on such lot shall be commenced or done until the Committee shall have approved in writing the proposed color scheme for such repainting. The person proposing such repainting shall submit to the Committee a detailed color scheme, with swatches or samples of the proposed paint colors; and the Committee shall approve or disapprove the proposed exterior color scheme (as in the judgment of the Committee is proper to protect and preserve harmony with other existing or planned structures in the Subdivision). If the Committee does not approve or disapprove such proposed color scheme within fifteen (15) days after submission thereof, the approval thereof by the Committee shall not be required.

Section 4. Composition of Committee. The Committee shall be composed of three (3) members. The initial members of the Committee shall be RICHARD L. GUSEMAN, LARRY C. ROUGEAU and GAYLE VILLERE. The Committee, by a majority vote of the members thereof, shall have the power of designate a representative (who may or may not be a member of the Committee) to act for the Committee; and upon the designation of such representative by the Committee, such representative shall have the power and authority to do any act or make any decision which the Committee itself could do or make under this Declaration. Neither the Committee nor its authorized representative shall have the right to demand, charge or receive any fee or other compensation as a condition to the examination of any plans or specifications submitted hereunder or for granting approval (or disapproval) thereof.

Section 5. Vacancies and Filling of Vacancies. In the event of the death or resignation of any member or members of the Committee, the remaining member or members of the Committee shall have the power to designate a successor or successors to fill the vacancy or vacancies existing on the Committee. Until such successor(s) shall have been designated, the remaining member(s) of the Committee shall have continuing authority to act pursuant to the provisions of this Article.

Section 6. Term of Committee; Surrender of Authority. The members of the Committee herein appointed (or their designated successors) shall serve for a term of ten (10) years from the date of this Declaration, and upon the expiration of such ten

(10) year term, all of the powers, authorities, duties and discretions herein conferred or imposed upon the Committee shall automatically vest in the Board of Directors of the Association. However, the Committee may, at any time prior to the end of such ten (10) year term, surrender to the Board of Directors of the Association all of such powers, authorities, duties and discretions by a written instrument, signed and acknowledged by all of the then members of the Committee, and recorded in the office of the County Clerk of Jefferson County, Texas.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Restrictions on Use. No lot or building site in the Subdivision shall be used for any purpose other than those permitted by the Zoning Ordinances of the City of Beaumont for the zoning district in which the Subdivision is located.

Section 2. Obstruction of Common Area. There shall be no obstruction of the common area, except for curbs, barriers, stops, dividers, landscaped areas, buffer strips or other obstructions approved by the Committee.

Section 3. Insurance. Nothing shall be done or kept in the common area which will increase the rate of insurance (whether fire and casualty insurance or liability insurance), without the prior approval of the Board of Directors. No owner shall do or permit to be done any act in or on the common area which will result in the cancellation of any insurance on the common area.

Section 4. Prohibited Acts. No owner shall do, or permit to be done by his tenant, or by any contractor, customer, client, visitor or invitee of such owner or his tenant, any act in or on the common area which shall be in violation of (i) any applicable ordinance, statute, rule or regulation of any municipal or other governmental authority, (ii) the provisions of this Declaration, (iii) the Bylaws of the Association, or (iv) the rules and regulations duly adopted and published by the Board of Directors of the Association.

Section 5. Nuisances or Annoyances. No noxious or offensive activity shall be carried on by any owner or his tenant, in or on any lot or the common area, nor shall anything be done thereon which may be or become a nuisance or annoyance to the other owners or their tenants.

Section 6. Parking Restrictions. The private driveways or service drives located within the Subdivision are intended for and restricted to use for vehicular traffic and travel, and no cars, trucks or other vehicles of any type shall be parked or left unattended upon any of such private driveways or service drives of the Subdivision or upon any other part or portion of the common area of the Subdivision, except only in the parking spaces clearly marked and identified for vehicular parking.

Section 7. No "Dumpsters" or Similar Trash Receptacles. There is specifically prohibited the use of "dumpsters" or similar trash receptacles on any lot in the Subdivision or on the common area. For the purposes of this Section, the term "dumpsters" means and refers to those types of garbage or trash storage containers or receptacles that are lifted by mechanical means for discharge of the contents into a truck or like vehicle. The intent of this Section is to protect the Subdivision improvements (particularly the driveways and parking areas) from the damage that normally accompany (or result from) the use of the "dumpster" type of garbage or trash collection services. All garbage or trash containers shall be hidden from public view, except when placed on the street or driveway on the day scheduled

for regular pick-up thereof. Further, if the Association elects to provide private trash or garbage collection services for the lots in the Subdivision, the cost of such collection service shall constitute a common expense to be paid by the Association (whether or not any lot owner or owners shall elect not to utilize such common service).

Section 8. Temporary Structures. No structures of a temporary character (such as a portable building, shed or trailer) shall be placed or permitted on any lot in the Subdivision, except as a temporary storage facility or construction office during actual construction of improvements on a lot or lots in the Subdivision; and such temporary structures shall be removed from such lot immediately upon completion of the construction of the permanent improvements.

Section 9. New Construction Only. No used buildings or other structure shall be moved onto any lot or building site in the Subdivision, it being required that all permanent improvements shall be solely of new construction.

Section 10. Signs. No sign of any kind shall be displayed to public view on any lot or building site in the Subdivision, except as may be approved in advance by the Committee (whether as part of the original construction or otherwise).

Section 11. Minimum Set Back Lines. No building or other structure shall be located nearer than twenty-five feet (25') to any peripheral boundary of the Subdivision.

Section 12. Ordinances Controlling. The applicable ordinances of the City of Beaumont, including, without limitation, any "special use" or "specific use" permits issued pursuant to the ordinances of the City of Beaumont and governing the use, development and improvement of the Subdivision, are incorporated into and made a part of the "Use Restrictions" contained in this Article. In the event of any conflict between the ordinances of the City of Beaumont (including any such "special use" or "specific use" permits) and this Declaration, the provisions of such ordinances shall control; except, however, that if any restriction contained in this Declaration shall be more restrictive than any comparable restriction imposed by City ordinance, then the provision of this Declaration shall control.

ARTICLE IX

ASSOCIATION'S INSURANCE

Section 1. Insurance on Common Area. It shall be the duty and obligation of the Association to secure and maintain in full force and effect fire and extended coverage insurance upon the insurable improvements in or on the common area of the Subdivision in an amount not less than one hundred percent (100%) of the current replacement cost thereof. The coverage shall be reviewed at least annually and increased (or decreased) as determined by the Association. Unless approved in writing by not less than two-thirds (2/3rds) of each class of members, the Association shall not cease or fail to maintain such coverage on the insurable improvements in or on the common area, nor use insurance proceeds collected for losses of such improvements for purposes other than the repair, replacement or reconstruction of such improvements.

Section 2. Determination of Replacement Cost. The determination by the Association of "current replacement cost", as required with respect to the insurable improvements in or on the common area, shall be made by the Board of Directors, either with or without survey or appraisal by professionals. Neither the Association, nor any member of the Board of Directors, shall ever

be held liable for any good faith error made in determining such replacement cost; and the failure of the Board of Directors to employ professionals to conduct surveys or appraisals for the purpose of determining replacement cost shall not constitute any evidence of lack of want of good faith or negligence on the part of such Board of Directors.

ARTICLE X

TERM AND ENFORCEMENT OF COVENANTS

Section 1. Term of Covenants. The covenants and restrictions contained in this Declaration shall run with and bind the land and same shall be binding upon and inure to the benefit of Declarant, the Association and all owners, together with their respective heirs, legal representatives, successors and assigns. The covenants and restrictions herein contained shall be binding for a period of twenty (20) years from the date of this Declaration. Upon the expiration of such twenty (20) year period, they shall be automatically extended for successive periods of ten (10) years each.

Section 2. Amendment or Termination of Covenants. This Declaration may be amended or the covenants hereof terminated, in whole or in part, by a written instrument signed by the owners of lots aggregating in total square-footage more than sixty-seven percent (67%) of the total square-footage of all lots in the Subdivision and duly recorded in the office of the County Clerk of Jefferson County, Texas.

Section 3. Severability. In the event that any of the provisions of this Declaration, or any portion thereof, shall be held to be invalid, illegal or unenforceable by judgment or decree of a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect, invalidate or impair any other provision, or portion thereof; and all remaining provisions, or parts of provisions, shall remain valid and in full force and effect in accordance herewith.

Section 4. Failure to Enforce is Not a Waiver. The failure of Declarant, the Association or any owner to enforce any covenant or restriction herein contained shall not be construed or deemed to constitute a waiver of the right to thereafter enforce any such covenant or restriction or to enforce any other covenants or restriction hereof.

Section 5. Enforcement. In the event of any violation or breach, or attempted violation or breach, of any of the terms or provisions of this Declaration, Declarant, the Association or any owner shall be authorized to enforce the terms, covenants and restrictions hereof by any proceedings at law or in equity against the person(s) violating or breaching, or attempting to violate or breach, the same, including actions for prohibitive or mandatory injunctive relief; and it shall not be a prerequisite to the granting of any such injunctive relief that there be any showing that irreparable damage or harm will result if such injunctive relief is not granted. Additionally, any person or entity entitled to enforce the terms, covenants or restrictions of this Declaration may recover such damages, both actual and punitive, as such party may show that he or it is entitled by reason of any such violation or breach. In any action for enforcement of the terms, covenants or restrictions hereof, whether for injunctive relief or damages, if the party prosecuting such action is successful, he or it shall be entitled to recover, in addition to any damages awarded, reasonable attorney's fees and all costs of court.

ARTICLE XI

JOINDER OF LIENHOLDER

Section 1. Joinder by Lienholder. FIRST CITY NATIONAL BANK OF BEAUMONT (the "Lienholder"), being the owner and holder of a lien or liens upon the lots and common area of the Subdivision, joins with Declarant in the execution of this Declaration for the limited and sole purposes of (a) evidencing its consent to the adoption by Declarant of the Final Plat subdividing and platting the Land into the Subdivision, (b) subordinating its lien or liens to the easements herein granted, created or established, and (c) subordinating its lien or liens to the restrictive or protective covenants, conditions and limitations herein imposed upon the lots and common area of the Subdivision. However, by its joinder herein, Lienholder does not subordinate its lien or lien upon the lots of the Subdivision to the assessment lien provided in this Declaration or to the deed of trust (with power of sale) herein granted for the purposes of enforcement of such assessment lien.

Section 2. No Warranties or Liability of Lienholder. By its joinder herein, Lienholder assumes none of the liabilities, duties, obligations or warranties, whether express or implied, on the part of Declarant; and Lienholder expressly disclaims any warranties of any nature on its part and expressly states that it makes no warranties, representations or guaranties of any kind, nor is Lienholder bound or obligated by any warranties, representations or guaranties, express or implied, on the part of Declarant.

IN WITNESS WHEREOF, Declarant has executed this Declaration, and Lienholder has joined in the execution of this Declaration for the limited purposes set forth above herein on this 18th day of November, 1984.

DECLARANT:

GUSEMAN HOMES, INC.

By: Richard L. Guseman
RICHARD L. GUSEMAN, President

ATTEST

By: Wanda D. [Signature]
[Signature]

LIENHOLDER:

FIRST CITY NATIONAL BANK OF BEAUMONT

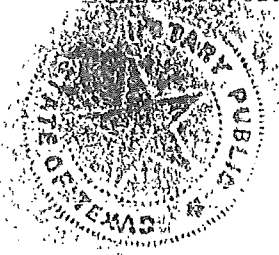
By: Michael E. [Signature]
MICHAEL E. [Signature], Vice President
(Name and Title)

ATTEST

By: James Boyd Hudson
James Boyd Hudson, Secy.

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on Nov. 19, 1984, by RICHARD L. GUSEMAN, President of GUSEMAN HOMES, INC., a Texas corporation, on behalf of said corporation.



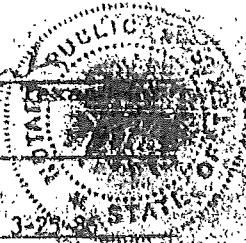
Lillie B. Huffman
Notary Public, State of Texas

(Typed or Printed Name) LILLIE B. HUFFMAN, Notary Public
for the State of Texas.
My Commission Expires 11/3/84 My Commission Expires...

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on Nov. 19, 1984, by Michael D. Ianous, Vice President of FIRST CITY NATIONAL BANK OF BEAUMONT, a national banking corporation, on behalf of said Bank.

Rita J. Rupert
Notary Public, State of Texas



Rita J. Rupert
(Typed or Printed Name)
My Commission Expires 3-29-86

BEING a 2.98 acre tract of land in the Charles Williams League, Abstract No. 59 in Beaumont, Jefferson County, Texas, and being out of that certain tract of land described as Tract No. 3 in the final judgment of the 60th Judicial Court in Cause No. B-93964 styled Thelma Prater Stanmore, et al., vs. Estate of Rose Willard, deceased, et al., dated November 13, 1970, and recorded in Vol. 1659, Page 262 of the Deed Records of Jefferson County, Texas, and also out of that same Tract No. 3 described in deed from A. C. Parigi to R. C. Tortorice, Trustee, dated September 28, 1977, and recorded in Vol. 2028, Page 125 of the Deed Records of Jefferson County, Texas, and said 2.98 acre tract of land being more particularly described by metes and bounds as follows:

FOR locative corner, begin at a 2-1/2 inch iron pipe found in the South right-of-way line of Prutzman Street (60 foot right-of-way) locating the Northeast corner of that certain 2 acre tract of land conveyed by L. W. McAdams to Norris Powell by deed dated January 2, 1922, and recorded in Vol. 211, Page 712 of the Deed Records of Jefferson County, Texas, and locating the Northwest corner of that certain Tract No. 2 in said final judgment;

THENCE South 89 degrees 21 minutes 57 seconds East along the South line of said Prutzman Street and along the North line of said Tract No. 2 and along the North line of a 10 acre tract of land conveyed by Tevis to McAdams in deed recorded in Vol. "0", Page 279 of the Deed Records of Jefferson County, Texas, and at a distance of 124.44 feet pass a 1 inch galvanized iron pipe found in the West line of an 80 foot wide drainage easement and continue a total distance of 204.44 feet to a 1 inch galvanized iron pipe placed in the East line of an 80 foot wide drainage easement and in the East line of a 40 foot wide drainage easement described in deed from Thelma Prater Stanmore to the Jefferson County Drainage District No. 6 by deed dated December 5, 1954, and recorded in Vol. 1418, Page 73 of the Deed Records of Jefferson County, Texas, and said pipe also locates the Northwest corner of said Tract No. 3 and the Northwest corner of that certain 1.49 acre tract of land described in deed from R. C. Tortorice to Evergreen Land Development Corporation dated July 2, 1979 and recorded in Vol. 2163, Page 496 of the Deed Records of Jefferson County, Texas, and locating the Northwest and beginning corner of the tract of land herein described;

THENCE South 0 degrees 35 minutes 49 seconds East along the East right-of-way line of said drainage easement and along the East line of said Tract No. 3 a distance of 486.76 feet to a 1 inch galvanized iron pipe found in the North right-of-way line of Phelan Boulevard (100 feet right-of-way) and locating the beginning of a nontangent curve concave to the North having a central angle of 02 degrees 49 minutes 24 seconds, having a radius of 5,674.65 feet, and whose chord bears North 79 degrees 47 minutes, 41 seconds East;

THENCE in an Easterly direction along the North right-of-way line of said Phelan Boulevard and along the arc of said curve a distance of 279.63 feet to a 1 inch galvanized iron pipe placed in the West right-of-way line of Matthews Street;

THENCE North 0 degrees 54 minutes 41 seconds East along the West line of said Matthews Street a distance of 433.66 feet to a 1/2 inch iron rod found in the South right-of-way line of said Prutzman Street locating the Northeast corner of said Tract No. 3;

THENCE North 89 degrees 21 minutes 57 seconds West along the South right-of-way line of said Prutzman Street a distance of 287.08 feet to the PLACE OF BEGINNING, and containing 2.98 acres of land.

FILED FOR RECORD

100 83 (1223)

A. K. Hans

COUNTY CLERK

JEFFERSON COUNTY, TEXAS

63

Nov 19 1 39 PM '84

Clark's Note: Map recorded in Volume 14, Page 185 of the Map Records of Jefferson County, Texas.

Return to:
Don De Cordova
1290 Petroleum
Beverly Hills, TX 77701
Give to Don

MAP
14/185

11/19/84