

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
WALDEN MEADOWS, SECTION ONE,  
AN ADDITION TO THE CITY OF BEAUMONT,  
JEFFERSON COUNTY, TEXAS**

This Declaration of Covenants, Conditions and Restrictions ("this Declaration") is made and executed on the date hereinafter set forth by DDW Development, Ltd., a Texas limited partnership ("Declarant").

WHEREAS, Declarant is the owner of a certain 10.620 acre tract or parcel of land out of and part of the Charles Williams Survey, Abstract Number 59, in Beaumont, Jefferson County, Texas, which 10.620 acre tract of land (the "Land") is more fully and particularly described as follows:

BEING a 10.620 acre tract of land in part of the Charles Williams Survey, Abstract Number 59, and also being a part of a 98.97 acre tract conveyed to George A Dishman, Jr. as recorded in Jefferson County Clerk's File Number 9112947, Film Code Number 103-64-0277 of the Real Property Records of Jefferson County, Texas, said 10.620 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod set in the north right-of-way line of a public road known as Walden Road and being the southwest corner of said 98.97 acre tract and also being South 00 deg. 19 min. 21 sec. East, 20.00 feet from a 5/8-inch iron rod found at the southeast corner of Willow Creek Country Club Estates, Section X-A as recorded in Volume 15 Page 171 of the Map Records of Jefferson County, Texas;

THENCE, North 00 deg. 19 min. 21 sec. West, along the east line of said Willow Creek Country Club Estates for a distance of 300.53 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING of the 10.620 acre tract herein described,

THENCE, South 89 deg. 54 min. 05 sec. East, along the residue of said 98.97 acre tract for a distance of 732.60 feet to a 1/2-inch iron rod set in the west right-of-way line of a public road known as Champions Drive;

THENCE North 00 deg. 09 min. 33 sec. East, along west right-of-way line of said Champions Drive for a distance of 89.74 feet to a 1/2-inch iron rod set for corner;

THENCE, along a curve to the left with a radius of 1900.00 feet, chord bearing of North 01 deg. 00 min. 32 sec. West, chord distance of 77.68 feet for an arc length of 77.68 feet to a 1/2-inch iron rod set for corner;

THENCE, North 02 deg. 10 min. 58 sec. West, along said west right-of-way line for a distance of 592.52 feet to a 1/2-inch iron rod set for corner;

THENCE, North 89 deg. 54 min. 05 sec. West, along the residue of said 98.97 acre tract for a distance of 190.15 feet to a 1/2-inch iron rod set for corner,

THENCE, South 02 deg. 10 min. 58 sec. East, along the residue of said 98.97 acre tract for a distance of 167.51 feet to a 1/2-inch iron rod set for corner;

THENCE, North 89 deg. 54 min. 05 sec. West, along the residue of said 98.97 acre tract for a distance of 528.48 feet to a 1/2-inch iron rod set for corner;

THENCE, South 00 deg. 19 min. 21 sec. East, along the east line of said Willow Creek Country Club Estates for a distance of 592.00 feet to the POINT OF BEGINNING and containing 10.620 acres of land;

and

WHEREAS, Declarant has caused the Land to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and to be known as "**WALDEN MEADOWS, SECTION ONE, an Addition to the City of Beaumont, Jefferson County, Texas**" (the "Addition"), in accordance with the Final Plat of said Addition prepared by B-Line Surveyors, Inc. and filed for record in the office of the County Clerk of Jefferson County, Texas, contemporaneously with the filing of this Declaration (the "Plat"); and

WHEREAS, Declarant desires to (i) dedicate the easements for streets and utilities reflected on the Plat; (ii) reserve in favor of itself and/or the Association herein established certain easements on and across the Lots in the Addition; and (iii) impose the protective and restrictive covenants set forth later herein on the Lots in the Addition and on the Common Area of the Addition;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Declarant hereby adopts the Plat of the Addition, dedicates the easements for streets and utilities as reflected upon the Plat, and imposes on the Lots in the Addition the basic restrictions set forth on the Plat.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Lots in the Addition, and for the purpose of providing for the orderly development, use and enjoyment of the Lots in the Addition, Declarant hereby declares that all of the Land in the Addition shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions hereinafter set forth, which shall constitute covenants running with the Land and shall be binding upon all parties having any right, title or interest in the Land, or any part thereof, and upon such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns

## ARTICLE I

### DEFINITIONS

Section 1. "**Association**" shall mean and refer to **Walden One Owners Association**, 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 simple title to any Lot which is part of the Addition, including contract sellers, but excluding (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.

Section 3. "**Lot**" shall mean and refer to each and every platted lot shown and reflected upon the final recorded plat or plats of said Addition.

Section 4. "**Member**" shall mean and refer to each and every person or entity who holds membership in the Association, as provided herein.

Section 5. "**Declarant**" shall mean and refer to DDW Development, Ltd. and 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 DDW Development, Ltd., or its successor, one (1) or more of the Lots in the Addition, whether improved or unimproved, for occupancy or resale, unless DDW Development, Ltd., or its successor, expressly assigns to such assignee all of its rights and privileges as "Declarant" under this Declaration.

Section 6. "Common Area" shall mean and refer to and include any real property (including all improvements now or hereafter placed, erected, constructed, installed or located thereon) owned the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be all of the property in the Addition, excluding

(a) The platted Lots reflected on the recorded plat or plats of the Addition and the improvements located thereon,

(b) The street easements reflected on the recorded plat or plats of the Addition (inclusive of all concrete streets constructed therein), and all water, sanitary sewer, storm sewer, electric, telephone, cable television and other utility lines (and all appurtenances thereto) now or hereafter lying, installed and maintained within any street, utility or storm sewer easements reflected on the recorded plat or plats of the Addition or in any utility or drainage easements herewith or hereafter granted, conveyed or dedicated on or across any Lots in the Addition or the Common Area of the Addition, which lines and appurtenances are owned and maintained, or are to be owned and maintained, by any public authority or franchised public utility company.

Without limitation of the foregoing, the Common Area includes the twenty-foot (20') fence, buffer and landscaping strip located along and adjacent to the east boundary of the Addition (and the west line of Champions Drive) and designated on the Plat as "Common Area", together with any and all improvements now or hereafter constructed, erected or installed therein (such as, without limitation, one or more entry gates into the Addition, subdivision identification signs, sidewalks, the perimeter subdivision fence, and sprinkler and lighting systems).

Section 7. "Future Development Tracts" shall mean and refer to all or any part(s) of those two (2) certain tracts or parcel of land out of and part of the Charles Williams Survey, Abstract Number 59, in Beaumont, Jefferson County, Texas, which are shown and reflected on the Plat as "FUTURE DEVELOPMENT" and are fully and particularly described in Exhibit A attached hereto and made a part hereof for all purposes.

Section 8. "Supplemental Declaration" shall mean and refer to any supplemental or supplementary declaration of covenants, conditions and restrictions bringing additional property within the scheme of this Declaration and within the jurisdiction of the Association, as provided later herein.

Section 9 "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 10 "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; ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the terms, covenants, conditions, restrictions, easements and reservations contained in this Declaration is **Walden Meadows, Section One, an Addition to the City of Beaumont, Jefferson County, Texas**, as shown and reflected upon the above referenced Plat, which property may be sometimes referred to herein as the "Existing Property" or "Walden Meadows, Section One".

Section 2. Additions of Property. Declarant, at its sole election, may bring within the scheme of this Declaration and within the jurisdiction of the Association all or any part(s) of the Future Development Tracts by Declarant's filing of record in the office of the County Clerk of Jefferson County, Texas, a Supplemental Declaration describing such additional property and expressly subjecting such additional property to the scheme of this Declaration and to the jurisdiction of the Association, together with a plat of such additional property. Such Supplemental Declaration may contain complementary and supplementary provisions, conditions, covenants, restrictions and reservations, and may amend and modify the provisions, conditions, covenants, restrictions and reservations contained herein as they relate to or affect such additional property, but such Supplemental Declaration shall not in any manner revoke, modify or add to the covenants established by this Declaration as to the Existing Property. After any additional part or parts of the Future Development Tract are brought within the scheme of this Declaration and within the jurisdiction of the Association pursuant to the provisions of this section, the term "Addition", as used herein, shall be deemed to mean, refer to and include Walden Meadows, Section One, together with such additional part(s) of the Future Development Tracts as are brought within the scheme of this Declaration and within the jurisdiction of the Association pursuant to this Section 2.

Section 3. Waiver of Right to Add Property to Addition. At any time, the Declarant, in its sole discretion, may waive and relinquish its right to bring all or any specifically described part of the Future Development Tracts within the scheme of this Declaration and within the jurisdiction of the Association pursuant to Section 2 above. Such waiver or relinquishment shall be effected by Declarant's execution and filing for record in the office of the County Clerk of Jefferson County, Texas, a written statement stating (in essence) that the Declarant waives and relinquishes its right to bring any further part or parts of the Future Development Tracts, or any specifically described part or parts of the Future Development Tracts, within the scheme of this Declaration and within the jurisdiction of the Association. Subsequent to the execution and recordation of any such waiver, Declarant shall have no further right to bring any additional part or parts of the Future Development Tracts within the scheme of this Declaration and within the jurisdiction of the Association; except, however, if the waiver or relinquishment is only as to any specifically described part or parts of the Future Development Tracts, then Declarant shall have no right to thereafter bring such specifically described part or parts of the Future Development Tracts within the scheme of this Declaration and within the jurisdiction of the Association, but it shall have the right to bring all or any part or parts of the remainder of the Future Development Tracts within the scheme of this Declaration and within the jurisdiction of the Association pursuant to the provisions of Section 2 above.

Section 4. Assignment of Rights Reserved to Declarant. Declarant (or its successors) shall have the express right to assign, by written instrument executed by Declarant (or its successors) and filed for record in the office of the County Clerk of Jefferson County, Texas, all of its rights as Declarant under this Declaration, including, without limitation, the rights and discretions reserved to Declarant in Sections 2 and 3 above of this Article II

### ARTICLE III

#### PROPERTY RIGHTS AND EASEMENTS

Section 1. Owners' Easements of Enjoyment. Each and every Owner shall have a right and easement of use and enjoyment in and to the Common Area, subject, however, to the provisions, limitations and restrictions contained in this Declaration or in the Bylaws of the Association and to any reasonable rules and regulations adopted by the Association, from time to time, relating to the use of the Common Area. Such right and easement shall be appurtenant to and pass with the title to every Lot, whether or not so stated in any deed or other instrument of conveyance or encumbrance affecting any Lot in the Addition.

Section 2. Platted Utility Easements Easements for installation and maintenance of utilities are shown and designated as such on the recorded plat or plats of the Addition. Except as provided below in this Section 2, no building or structure of a permanent nature may be erected or constructed

within these easements, nor shall any structure, planting or other material be placed or permitted to remain in any such easements which may damage or interfere with the installation and maintenance of utilities in the easements. Easements for installation and maintenance of underground utilities may be crossed with sidewalks and driveways, provided that (a) there are prior arrangements made for such crossings with the public authority or utility company providing services therein, and (b) neither the Declarant, the Association or any public authority or utility company using such easements shall be liable for any damage done by them, or their respective agents, employees, representatives or contractors, to such sidewalks or driveways in the course of installing, repairing, maintaining, relocating or removing any utility lines or other installations, or any appurtenances thereto, within any of such easements.

Section 3. Blanket Utility Easement. There is hereby reserved upon each Lot in the Addition a ten-foot (10') wide blanket underground utility easement in favor of any franchised public electric utility company for the purpose of installing and maintaining electric utility service to the residence constructed on that Lot.

Section 4. Blanket Easements An easement over and upon every Lot in the Addition is hereby reserved by Declarant in favor itself and the Association, and their respective representatives, agents, employees and contractors, to enter in and upon any Lot for the purpose of exercising any rights or performing any obligations herein granted to or imposed on the Declarant or the Association.

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

Class B. The Class "B" Member shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership upon the happening of either of the following events, whichever shall first occur:

(a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or

(b) January 1, 2020,

provided, however, if after attaining an equality of the total votes of Class "A" and Class "B", as provided in Subsection (a) above, the Declarant shall being additional property within the scheme of this Declaration and within the jurisdiction of the Association pursuant to Section 2 of Article II hereof, thereby creating additional Lots in the Addition, the Declarant shall again be a Class "B" Member and shall again be entitled to three (3) votes for each Lot owned by it in the Addition.

Section 3. 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 Addition, hereby covenants, and each Owner of a Lot in the Addition is hereby deemed to covenant by acceptance of a deed to such Lot (whether or not is 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. Declarant hereby reserves and assigns to the Association, without recourse, a vendor's lien on each Lot (including all improvements now or hereafter constructed, erected or developed thereon) to secure the payment of all assessments levied on such Lot, together with interest, costs and reasonable attorney's fees thereon.

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 residents of the Addition and for the performance of the Association's maintenance obligations hereunder. The regular annual assessments shall be used to pay, and the Association shall acquire and pay for out of the funds derived from the regular annual assessments, the following

(a) Costs of maintaining and repairing the Common Area of the Addition and any and all improvements now or hereafter constructed, erected or installed thereon, including, without limitation, the entry gates into the Addition, subdivision identification signs, the perimeter subdivision fence, sidewalks, and sprinkler and lighting systems.

(b) Costs of repairing and maintaining the mail kiosk(s) serving the Lots in the Addition.

(c) Costs of landscaping, mowing, edging and maintaining the Common Area and any public street or road right-of-way or any drainage easement abutting the Addition.

(d) Taxes and assessments levied by any taxing authorities on the Common Area and the premium cost of maintaining (i) fire and extended coverage insurance on any insurable improvements on the Common Area, together with any equipment, fixtures or other personal property of the Association, and (ii) if determined by the Board of Directors to be prudent or necessary for the protection of the Association and its Members, liability insurance in favor of the Association, including premises liability coverage on the Common Area of the Addition, all with such limits and deductibles as the Board of Directors of the Association shall determine from time to time.

(e) Cost of water, electricity, lighting and other utility services for the Common Area of the Addition.

(f) Any expenses which the Association is required to incur or pay pursuant to the terms of this Declaration (or any Supplemental Declaration) or the Association's Bylaws, or which shall be necessary or proper in the opinion of the Board of Directors of the Association, for (i) the administration of the affairs of the Association, (ii) the performance of the duties of the Association, or (iii) the enforcement of the provisions of this Declaration, the Bylaws of the Association or any rules and regulations of the Association.

(g) Any other costs or expenses which is determined by a vote of the Members, from time to time, to be a common expense of the Association.

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 Owner, his heirs, legal representatives, 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 paying the costs of construction, reconstruction, repair or replacement of any capital improvement on the Common Area. Any such special assessment, before becoming effective and a binding obligation of the 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 that 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) days, nor 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%) or more of all 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 (1/2) of the required quorum for the first meeting. No such second meeting shall be held more than sixty (60) days after the first called meeting.

Section 6. Uniform Rate of Assessment. Regular annual assessments and special assessments for capital improvements (but not the additional Lot assessments provided for later herein) must be fixed at a uniform rate for all Lots in the Addition.

Section 7. Collection of Regular Annual Assessments and Special Assessments. The regular annual assessment shall be collected by the Association on a monthly, quarter-annual, semi-annual or 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 or any subsequent meeting of the initial Board of Directors of the Association, the regular annual assessment for the first calendar year shall be fixed and established by the Board of Directors, and written notice thereof (including the basis upon which such regular annual assessment is to be collected) shall be forthwith given to each Owner subject thereto. The first such regular annual assessment shall be adjusted according to the number of months remaining in the annual (calendar year) assessment period. Thereafter, not less than thirty (30) days prior to the commencement of each calendar-year assessment period, the Board of Directors of the Association shall fix and establish the regular annual assessment for the ensuing assessment year and shall give written notice thereof (including the basis upon which such regular annual assessment is to be collected) to every

Owner subject to such regular annual assessment. Upon a person or entity becoming the Owner of a Lot in the Addition (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 exempt his Lot from the assessment lien provided for herein, but such Owner shall not be in default for failure to pay his regular annual assessment (on the due date or dates thereof) until notice of such regular annual assessment is given to such Owner in the manner herein provided. Each 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 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. Limited Exemption from Regular Annual Assessments. 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. Further, 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 (iii) one hundred eighty (180) days after such Builder has acquired record title to such Lot. For the purposes of this paragraph, the term "Builder" shall be construed to mean a person or entity who shall purchase or acquire from Declarant one (1) or more unimproved Lots for the purpose of construction of improvements thereon for sale to the public.

Section 10. Date of Commencement of Regular Annual Assessments. The regular annual assessments provided for above in this Article shall commence as to each Lot on the first (1st) day of the calendar month next following:

- (a) The conveyance of a Lot by Declarant to an Owner (other than a Builder);
- (b) Thirty (30) days following the substantial completion of improvements upon a Lot owned by Declarant, or
- (c) With respect to a Lot conveyed by Declarant to a Builder, the earlier of (i) the substantial completion improvements thereon, (ii) the conveyance by the Builder of such Lot (except for a reconveyance to Declarant), or (iii) one hundred eighty (180) days after the Builder has acquired record title to such Lot.

Section 11. Certification of Payment of Assessments. Within ten (10) days after the date a written request for subdivision information is received from an Owner, an Owner's agent, or a title insurance company or its agent acting on behalf of an Owner, the Association shall deliver to the Owner, the Owner's agent, or the title insurance company or its agent, (a) a current copy of the Declaration applying to the Addition, (b) 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. A properly executed resale certificate shall be conclusive and binding upon the Association as of the date thereof. 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.

Section 12. Effect of Nonpayment of Assessments; Remedies of Association.

- (a) Any assessment (of whatever kind or character, whether a regular annual assessment, special assessment for capital improvements, 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 is not 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 abandoning his Lot or in any other manner. 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 the Association by judicial proceedings or non-judicial proceedings (pursuant to the provisions of Section 13 below) to foreclose the lien on the defaulting Owner's Lot (including all improvements thereon) in like manner as a mortgage (with a power of sale) on real property upon the recording of a notice of lien, as provided in Subsec (a) above. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including (in the case of a non-judicial foreclosure) a trustee's fee equal to five percent (5%) of the gross sales proceeds, the costs of preparing and filing the notice of lien, and all other expenses of foreclosure, including reasonable attorney's fees. The Association shall have the power to bid on the Lot at foreclosure sale (whether judicial or non-judicial) and to acquire and hold, lease, mortgage or convey the same.

Section 13. Nonjudicial Foreclosure of Lien To secure and enforce the payment of all assessments provided for in this 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 \$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 DeCordova**, Trustee, of Jefferson County, Texas, whose mailing address is 490 Park Street, Suite 210, Beaumont, Texas 77701, and any substitute or successor trustee appointed hereunder, each of the Lots in the Addition, 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, subject to any superior liens, for and upon the following trusts, terms, covenants, and agreements, to-wit:

(a) This conveyance, however, is made in trust to secure the payment of all assessments provided for in this 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.

(b) In the event, however, of default in the payment of any assessment hereby secured, in accordance with the terms of this 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 the sale as provided in said § 51.002 (but without any other action than is required by said § 51.002 as then amended) and otherwise complying with that statute, 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

(c) 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 attorney's fees, 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 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.

(d) 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 and 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 13.

(e) 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 without cause the Trustee or any substitute trustee 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 he 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 or 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 without cause

(f) 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.

(g) 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.

(h) 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 the bringing of any other action for the possession of said Lot, and the bringing of one character of action shall not preclude the other and same may be exercised separately or simultaneously.

Section 14. 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) a Mortgage which has first and paramount priority under applicable law, (b) a Mortgage securing an "equity loan" pursuant to §50(a)(6) of Article XVI of the Texas Constitution, or (c) a Mortgage securing a "reverse mortgage" pursuant to §50(a)(7) of Article XVI of the Texas Constitution. 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 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. Any Mortgagee holding a First Mortgage on a Lot may pay any unpaid assessment payable with respect to such Lot, and upon such payment such Mortgagee shall have a lien on such Lot for the amounts paid to the Association of the same rank as the lien of its Mortgage.

Section 15. 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 the costs incurred by the Association in:

(a) Making any repairs or replacements, or in performing any maintenance (other than lawn mowing or other lawn maintenance), which an Owner, although otherwise obligated to make or perform under this Declaration, fails to make or perform within thirty (30) days after the Association has given such Owner written notice specifying the repairs or replacements to be made or maintenance to be performed by the Owner;

(b) Performing any lawn mowing or lawn maintenance which an Owner, although otherwise obligated to perform under this Declaration, fails to perform within three (3) days after the Association has given such Owner written notice specifying the lawn mowing or other lawn maintenance to be performed by the Owner, or

(c) Enforcing compliance by an Owner with any covenants, limitations, prohibitions or restrictions contained in this Declaration or the Bylaws of the Association or any rules or regulations adopted by the Association, where any such non-compliance continues for more than ten (10) days after the Association has given such Owner written notice specifying such non-compliance;

plus an administrative charge equal to the greater of (i) twenty-five percent (25%) of the costs incurred by the Association in performing the obligations of the non-performing Owner or in enforcing compliance by the non-complying Owner, or (ii) the sum of \$25 00.

Section 16 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 10 days from the date of such notice). Collection of any such additional Lot assessment shall be made in the same manner as the regular annual assessments 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 17. Acceptance of Lot Subject to Lien. Each Owner, by acceptance of a deed to a Lot, (a) accepts such Lot subject to and encumbered with the assessment lien (with power of sale) set forth above herein, (b) grants and confirms to the Association a contractual lien upon his Lot (together with all improvements thereon) to secure all assessments then or thereafter made against such Lot, and (c) expressly vests in the Association or its agents the right and power to bring all actions against such defaulting Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for foreclosure and enforcement of such lien, including, without limitation, non-judicial foreclosure pursuant to the provisions of Section 13 above.

Section 18 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 Addition. 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, at his sole cost and expense, shall perform such maintenance and make such repairs and replacements to his residence and all other buildings, structures, installations and improvements (including privacy fences) located upon his Lot, as shall be required to keep his residence and all such other buildings, structures, installations and improvements in substantially the same condition as at the completion of the original construction thereof, excepting only ordinary wear and tear. Additionally, each Owner, at his sole cost and expense shall (a) regularly mow and maintain his yard, including all landscaping thereon, and keep his yard in a neat and attractive condition, and (b) maintain in good repair and condition all sidewalks and driveways serving his Lot, even though such sidewalks and/or driveways may be located partly within the street easement(s) abutting his Lot. If any privacy fence constructed or installed on an Owner's Lot requires replacement, it shall be replaced with a fence of the same design, type of materials and height as the fence being replaced. If any Owner fails 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 the Owner does not, within the applicable time periods after notice specified in Section 15 of Article V above, 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 (together with the administrative charge specified in Section 15 of Article V above) 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 Section 15 of Article V above.

Section 2. Owner's Obligation to Rebuild If any residence or other structure on any Lot in the Addition is damaged or destroyed by fire or other casualty, it shall be the duty and obligation of the Owner thereof to repair, restore or reconstruct such residence or other improvement to substantially the same condition as before such damage or destruction. 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 residence or other improvement 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 or other improvement 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

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

- (a) Maintain and repair the Common Area of the Addition and all improvements constructed, erected or installed therein, including, without limitation, the entry gates into the Addition, subdivision identification signs, the perimeter subdivision fence, sidewalks, and sprinkler and lighting systems located in or on the Common Area.
- (b) Repair and maintain the mail kiosk(s) serving the Lots in the Addition.
- (c) Landscape, mow, edge and maintain the Common Area and any public street right-of-way or drainage easement abutting the Addition.
- (d) Perform any other maintenance, repairs or replacements as shall be determined by the Board of Directors or by the Members of the Association, from time to time.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 1. General Authority of Architectural Control Committee. No building, fence, wall, screening device, patio, patio enclosure, swimming pool, spa, tennis court, driveway, sidewalk or other improvements (of whatever kind or description) shall be commenced, constructed, erected, placed or reconstructed on any Lot in the Addition; nor shall any exterior addition to or change or alteration of any structure or improvement on any Lot in the Addition be commenced or made; nor shall any exterior repainting or re-roofing involving any change in the exterior color scheme be commenced or performed; until two (2) complete sets of plans and specifications therefor (the "Plans") showing: (a) the kind, shape, size, height and exterior color scheme thereof; (b) the location 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; have been submitted to and approved by the Architectural Control Committee (herein called the "Committee") as to: (1) the type and quality of materials; (2) the conformity of the planned improvements with the covenants contained in this Declaration; (3) the harmony of external design (including type, quality and color of roof, exterior materials and color scheme) with other existing or planned structures in the Addition; and (4) location of the planned improvements with respect to topography and in relation to other existing or planned structures in the Addition. The Plans shall also reflect all driveways and sidewalks serving the Lot, even though same may, in

part, extend beyond the perimeter boundaries of the Lot. Plan approval or disapproval shall be as provided in Section 5 below. The Committee may, in its discretion, provide developmental guidelines for site planning, architecture, fencing and landscaping, and if and when such guidelines are provided, they shall be used as the basis for review and approval (or disapproval) of Plans.

**Section 2. Composition of Committee.** The Committee shall be composed of two (2) members. The initial members of the Committee shall be **G. Austin Dishman, III** and **Stan Wolfrom, III**. The Declarant (or its successor) shall have the right, in its sole discretion, 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's (or its successor's) executing a written instrument reflecting such action and filing it for record in the office of the County Clerk of Jefferson County, Texas. The Committee shall have the power to 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 submitted hereunder or for granting approval (or disapproval) thereof.

**Section 3 Vacancies and Filing of 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 members of the Committee die or resign, 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. However, if all members of the Committee die or resign, and the Declarant (or its successor) has not appointed successor members within ninety (90) days after the death or resignation of the last of the Committee members, then the Association, through its Board of Directors, shall exercise the authorities herein granted to the Committee. Furthermore, at any time after fifteen (15) years from the date of this Declaration, the Association, by written agreement executed by a majority of the Owners and filed for record in the office of the County Clerk of Jefferson County, Texas, may (a) change the membership of the Committee, or (b) withdraw powers and duties from, or restore powers and duties to, the Committee.

**Section 4. Term of Committee: Surrender of Authority.** The herein granted powers and duties of the Committee shall cease and terminate twenty (20) years after the date of this Declaration, and the approval of the Committee shall not be thereafter required, unless, prior to the expiration of said twenty (20) year period, a majority of the Owners shall exercise their right to restore to the Committee its powers and duties under this Declaration in the manner provided in Section 3 above.

**Section 5. Manner of Approval.** Plan approval or disapproval by the Committee, or its designated representative, as required in this Declaration, shall be in writing and signed by at least one (1) member of the Committee or by its designated representative (if a representative has been appointed to act for the Committee). If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after Plans meeting the requirements of Section 1 of this Article VII have been submitted to it, approval will not be required, and the covenants contained in said Section 1 above shall be deemed to have been fully satisfied. However, the approval or disapproval of Plans by the Committee, or the failure of the Committee to approve or disapprove the Plans within thirty (30) days after the submission thereof, shall in no way authorize any use or improvement of any Lot in violation of any of the other covenants contained in this Declaration, except where the Committee had express authority to grant a waiver or variance from such covenant. 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 from Plan

approval, the construction, reconstruction, addition, change or alteration for which Plan approval was obtained, has not commenced, then the 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 and capricious, and under no circumstances shall the Committee, any member of the Committee, or the representative of the Committee be subject to any suit by anyone for damages for any actions, or failures to act, on the part of the Committee, any member of the Committee, or the Committee's representative.

Section 6. No Liability for Plan Approval Neither the Committee, nor any member or representative thereof, shall be liable to any person or entity under any theory or under any circumstances 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. 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 approved Plans.

## ARTICLE VIII

### USE RESTRICTIONS

Section 1. Single Family Residential Use. No Lot or building site in the Addition shall be used for any purpose except for single family residential purposes. As used in this Declaration, the term "family" shall have the same meaning as set forth in the City of Beaumont's Zoning Ordinance. However, temporary construction and sales offices may be placed or constructed on specific Lots in the Addition with the prior written approval of the Committee, and provided further that any such office shall be removed not later than the date specified in the Committee's written approval.

Section 2. Permitted Structures. No structure shall be erected on any Lot other than one (1) detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not less than two (2), nor more than four (4), cars, and such other accessory buildings as are incidental to single-family residential use and not inconsistent with the other restrictive covenants set forth and contained in this Declaration, if the Plans for such accessory buildings are submitted to and approved by the Committee in the manner provided above herein.

Section 3. Construction in Accordance with Plans. All buildings and other improvements shall be constructed or made strictly in accordance with the Plans submitted to and approved by the Committee or its representative, or in strict accordance with Plans submitted to the Committee, but for which no approval is required by reason of the failure of the Committee or its representative to approve or disapprove the same within thirty (30) days after the submission thereof, as provided in Section 5 of Article VII above.

Section 4. Use of Common Area Nothing shall be done in the Common Area which will increase the rate of insurance (whether of fire and casualty insurance or liability insurance), without the prior approval of the Board of Directors.

Section 5. Prohibited Acts No Owner shall do, or permit to be done by any members of his family or his guests or tenants, any act on any Lot or on the Common Area of the Addition which shall be in violation of (a) any applicable ordinance, statute, rule or regulation of any municipal or other governmental authority, (b) the provisions of this Declaration, (c) the Bylaws of the Association, or (d) the rules and regulations of the Association relating to the use of the Common Area of the Addition, nor shall any noxious or offensive activity be carried on or anything be done on any Lot or on the Common Area of the Addition which may become an annoyance or nuisance to the other Owners or their tenants. No "garage sales", "sidewalk sales", "estate sales" or similar activities or events (even though not commercial in nature) shall be conducted on any Lot in the Addition or on the Common Area of the Addition.

Section 6. Chimney Screening. If any metal chimney is used in the construction or remodeling of any residence in the Addition, it shall be encased in wood, brick or other material approved by the Committee in the same manner as any other exterior building materials.

Section 7. Parking or Storage of Boats, Etc. No boats, trailers, campers, buses, mobile homes, recreational vehicles, trucks (except for pickup trucks or vans having a manufacturer's rated carrying capacity of not more than three-quarter [3/4] ton), or similar vehicles (any of the foregoing being herein referred to as a "Restricted Vehicle") may be parked or stored upon any Lot in the Addition on a Permanent Basis (as that term is defined below in this Section) except wholly within an enclosed garage; nor may any Restricted Vehicle be parked or allowed to remain on a Permanent Basis on any street in the Addition. No vehicle of any type (including, but not limited to, a Restricted Vehicle or a Commercial Vehicle) shall be parked or left unattended on any portion of the Common Area of the Addition, whether or not on a Permanent Basis. A "Permanent Basis", as that term is used herein, shall mean any period or periods in excess of twenty-four (24) consecutive hours, or periods in excess of eight (8) consecutive hours on three (3) or more successive days. No commercial trucks, vans, tractor-trailers or trailers (any of the foregoing being herein referred to as a "Commercial Vehicle") shall be parked or left unattended, on any Lot or in any street in the Addition, except for the limited time period(s) during which the owner or operator of the Commercial Vehicle is (a) making deliveries to the Declarant, the Association or a Lot Owner (or to their respective employees, agents, representatives or contractors), or (b) performing maintenance, repairs or construction on a Lot or the Common Area for the Declarant, the Association or a Lot Owner (or for their respective employees, agents, representatives or contractors). As used in this Section, the term "commercial trucks, vans, tractor-trailers or trailers" means any truck or van having a manufacturer's rated carrying capacity of one (1) ton or more, any truck-tractor, any tractor-trailer or any trailer that is owned, leased or operated for commercial purposes and that bears some indicia (whether by way of a sign, logo, color scheme or distinctive markings) that it is owned, leased or operated for commercial purposes, including any such vehicle that is owned, leased to or operated by the Owner of a Lot in the Addition.

Section 8. Limitation on Driveway Locations.

(a) All driveways for Lot 1, Block 1, and Lots 1 through 5, in Block 4 of the Addition shall open onto Thoreau Street,

(b) All driveways for Lots 1 through 12, in Block 2 of the Addition shall open onto Silverleaf Street; and

(c) All driveways for Lots 1 through 12, in Block 3 of the Addition shall open onto Winterberry Street

Section 9. Temporary Structures. No structures of a temporary character, mobile home, manufactured home, trailer, tent, garage or other outbuilding or accessory building shall be used on any Lot at any time as a residence, either temporarily or permanently

Section 10. New Construction Only No existing or used dwelling or other structure shall be moved onto or placed on any Lot in the Addition from another location, and all dwellings and other structures must be of new construction. No modular or mobile homes shall be located on any Lot in the Addition. The term "modular home" shall, for the purposes hereof, mean and refer to a prefabricated home which is constructed in a number of parts or sections off the Lot and then brought upon the Lot to be assembled.

Section 11. Signs. No sign of any kind shall be displayed to public view on any Lot in the Addition, except (a) one sign of not more than five feet (5') square advertising a property for sale or rent or (b) a sign used by Declarant, a Builder or a commercial lender to advertise the property during the construction phase or sales period.



Section 12. Oil and Mining Operations. No gas or oil drilling, gas or oil development operations, oil refining or storage, quarrying or mining operations, or like activities of any kind shall be permitted upon or in any Lot; nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot; nor shall any derrick or other structure or machinery designed for use in boring or drilling for gas or oil be erected, maintained or permitted on any Lot.

Section 13. Antennas. No antenna or other device for the transmission or reception of "ham radio", citizen's band or short wave radio signals be permitted on any Lot. Except as provided below in this Section, no antenna of any type, including, but not limited to, a dish-type satellite signal receiver, shall be erected on any Lot until Plans for the installation and location of such antenna have been submitted to and approved by the Committee in the same manner as for the construction of a residence and other improvements on a Lot. Without the prior submission to and approval by the Committee of Plans for its installation and location, a dish-type satellite signal receiver not exceeding twenty-four inches (24") in diameter may be installed on a dwelling or other structure on a Lot, provided that it is installed at the rear of the dwelling or other structure and is not visible from the street located in front or at the side of a Lot. Except as provided in the preceding sentence of this Section, the Committee, in its absolute discretion and unless precluded by applicable law from so doing, shall have the right to absolutely refuse the approval of the placement of any such dish-type receiver on any Lot in the Addition.

Section 14. Livestock, Poultry and Household Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot in the Addition, except that dogs, cats and other household pets, not to exceed two (2) in number for any residence, may be kept provided (i) they are not kept, bred or maintained for any commercial or breeding purposes, (ii) they do not become a nuisance, and (iii) they are not allowed to roam or wander unattended in the Addition.

Section 15. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, refuse or other waste materials. Trash, garbage and other waste shall be kept in sanitary closed containers pending collection thereof; and garbage cans and other receptacles shall (except when placed on a private street or private drive for regular collection purposes) be hidden or screened from public view. No Lot shall be used for the open storage of any materials whatsoever, except for materials used or to be used in the construction of improvements upon any Lot, and then only for so long as such construction progresses. Upon completion of the improvements, any remaining materials, together with all rubble, rubbish, trash and debris shall be promptly removed from such Lot.

Section 16. Yard Landscaping. The front yard, side yards and rear yard of a Lot must be planted with grass and landscaped in a manner acceptable to the Committee before any dwelling constructed on the Lot may be occupied as a residence. Prior to the occupancy of a residence constructed on any Lot in the Addition and at all times thereafter, there must be at least one (1) living shade trees in the front yard. Each shade tree shall be an existing tree or a 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 oak, pine, elm, ash, sycamore or other similar native shade tree specie or such other shade tree specie (whether or not native to the area) as shall be approved, from time to time, by the Committee.

Section 17. No Construction on Less Than a Platted Lot. No dwelling shall be constructed on a building site consisting of less than one (1) platted Lot. Nothing contained herein shall prohibit the construction of a dwelling on a building site consisting of more than one (1) full platted Lot, such as a building site consisting of two (2) platted Lots or one (1) platted Lot and a portion of an adjacent platted Lot, provided that, in the case of a "lot split", any replatting required by the City of Beaumont Subdivision Regulations is accomplished (at no expense to Declarant) prior to the commencement of construction on the composite building site. Any such composite building site, if same meets all of the foregoing requirements, shall be deemed to constitute a "Lot" under the terms and provisions of this Declaration

Section 18. Exterior Christmas Lights. No exterior Christmas lights or Christmas decorations shall be erected, placed, installed or displayed on any Lot in the Addition between February 1 and October 31 of any calendar year. Whether exterior lights or decorations constitute "Christmas lights" or "Christmas decorations" shall be determined by the Committee in its sole discretion.

Section 19. Garage Door Openers. Any garage located on any Lot in the Addition having an entrance facing a street must be equipped with an electronic automatic garage door opener. Each Owner required to install such a garage door opener shall maintain, repair and (as needed) replace same so that the garage door opener is at all times in good working order and repair.

Section 20. Fence Requirements and Restrictions. Prior to the initial occupancy of a residence constructed on Lot 6 or 7, in Block 2, or on Lot 6 or 7, in Block 3, of the Addition, there must be constructed along the rear (west) line of each such Lot an eight foot (8') high solid "dog-eared" cedar privacy fence mounted on metal posts. It shall be the obligation of the Owner of any such Lot to perform such maintenance, repairs and replacements as shall be necessary to keep and maintain his rear-yard fence in good condition and repair. Any replacement of the rear-yard fence must meet the same construction requirements as provided above in this subsection for the original fence on such Lot.

Section 21. Minimum Ceiling Heights; Permitted Roofing and Exterior Wall Materials. Any dwelling constructed on a Lot in the Addition must have a first-floor ceiling height of not less than nine feet (9'), and the upper floor(s) of any story and one-half, two-story or two and one-half story dwelling must have a ceiling height of not less than eight feet (8'). Only architectural grade composition shingles or comparable roofing materials approved by the Committee may be used on any dwelling or other structure constructed on any Lot in the Addition. Exterior walls of all dwellings shall be at least fifty percent (50%) brick, unless this requirement is waived by the Committee, in its sole discretion, in its approval of the Plans.

Section 22. Minimum Set Back Lines. No dwelling structure, including attached or detached garage or other accessory building, shall be located nearer to the front Lot line or nearer to a side Lot line than the building set back line shown the recorded plat or plats of the Addition. However, with the prior approval of the Committee (as part of its Plan approval), open and unenclosed terraces or porches and eave and roof overhangs may project across the front building set back line for a distance not to exceed four feet (4'), and with such prior approval, eave and roof overhangs may project across the side building set back line on a corner Lot for a distance not to exceed three feet (3'), provided, in both instances, no supporting structures for any such extensions may be located nearer to the front or side Lot lines than the building set back lines shown on the recorded plat or plats of the Addition. Further, except as provided in Section 23 below, no dwelling structure, including any attached or detached garage or other accessory building, shall be located nearer than twenty-five feet (25') to the rear line of any Lot, however, the rear-yard set back may be reduced to a minimum of fifteen feet (15'), provided that no accessory building of any type (including a detached garage) shall be located in the reduced rear yard. The Committee shall determine in which direction a dwelling or other building shall face on a Lot.

Section 23. Minimum Interior Line Setback. No one-story dwelling shall be located nearer than five feet (5') to any interior Lot line, and no one and one-half story, two-story, or two and one-half story dwelling shall be located on any Lot nearer than seven and one-half feet (7 1/2') to any interior Lot line. A one-story unattached garage or other accessory building permitted hereunder may be located not nearer than two and one-half feet (2 1/2') from an interior Lot line and not nearer than two and one-half feet (2 1/2') to the rear Lot line, provided that the dwelling is located a minimum of twenty-five feet (25') from the rear line of the Lot and the garage or accessory building (a) is located in the rear yard or as close to the rear yard as existing easements will permit, (b) does not cover more than sixty percent (60%) of the rear yard, and (c) does not exceed twenty feet (20') in height.

Section 24. Minimum Square-footages. No dwelling shall be permitted on any Lot in which the living floor area (inclusive of enclosed utility and storage rooms, but exclusive of garages and open porches, patios or courtyards) will be less than two thousand (2,000 sq. ft ), nor shall any one and one-half story, two story or two and one-half store dwelling be permitted on any Lot in which such living floor area of the first or ground floor will be less than one thousand six hundred square feet (1,600 sq. ft ).

Section 25. Fences, Walls, Etc. No fence, wall, hedge, structure or other improvements (including, without limitation, a swimming pool, tennis court or other recreational facility) shall be constructed, erected, placed, altered or permitted on any Lot except as approved by the Committee in accordance with the earlier provisions of this Declaration. No privacy fence or like screening device shall be located nearer to the front Lot line than the front of the dwelling. With the express approval of the Committee, a privacy fence or like screening device on a corner Lot may follow the street-side Lot line, provided that it does not extend beyond the front of the dwelling. No hedge, tree or other planting shall be permitted on any corner Lot which obstructs lines of sight at elevations of between two feet (2') and six feet (6') above the adjacent streets within the triangular area formed by the street-side property lines of the corner Lot and a line connecting them at points twenty-five feet (25') from the intersection of the street-side property lines. No tree shall be permitted to remain within such triangular area unless the foliage line is maintained at sufficient height to prevent obstruction of such lines of sight.

Section 26. Utility Service and Meters; Mechanical Equipment Screening. All utility service lines between meter points and dedicated utility easements shall be underground. Meters for utilities shall be screened from view from any private street in the Addition. Air conditioning compressors and other external mechanical equipment must be screened from view from the streets in the Addition in a manner acceptable to the Committee.

Section 27. Conflict Between Ordinances and Restrictions. In the event of any conflict between the restrictions contained in this Declaration and any ordinances, laws, rules or regulations of municipal or other governmental authorities having jurisdiction over the Addition or the construction of improvements therein, then such ordinances, laws, rules and regulations shall control, except, however, that if the restrictions contained herein are in any respect more restrictive than such ordinances, laws, rules or regulations, then the restrictions contained herein shall control.

## ARTICLE IX

### ENFORCEMENT OF COVENANTS

Section 1. 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 Lot 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.

Section 2. Forbearance Not a Waiver. The forbearance 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.

Section 3. Time for Enforcement. Any action for enforcement of the restrictions or other covenants contained herein shall be commenced within one (1) year after such violation, or attempted violation, began or first occurred, and not thereafter.

#### ARTICLE X

##### **TERM AND AMENDMENT OF COVENANTS**

Section 1. Term of Covenants. The covenants and restrictions contained in this Declaration 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, such covenants and restrictions 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 and restrictions herein contained may be terminated, in whole or in part as follows:

(a) During the initial twenty (20) year period, any such amendment or termination shall be effected only by a written instrument signed by the Owners of not less than eighty percent (80%) of the Lots in the Addition and duly recorded in the office of the County Clerk of Jefferson County, Texas.

(b) At any time after the initial twenty (20) year period, any such amendment or termination shall be effected only by a written instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in the Addition and duly recorded in the office of the County Clerk of Jefferson County, Texas.

For the purposes of calculating the foregoing respective percentages of Lots in the Addition, there shall be taken into account not only the Lots in Walden Meadows, Section One, but also any additional Lots brought within the scheme of this Declaration and within the jurisdiction of the Association pursuant to the provisions of Article II of this Declaration

#### ARTICLE XI

##### **SEVERABILITY**

Section 1 Severability. In the event that any provision of this Declaration, or any portion thereof, shall be held to be invalid or unenforceable by judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect, invalidate or impair any other provision, or parts of a provision, hereof, and all remaining provisions, or parts of provisions, shall remain valid and in full force and effect in accordance herewith.

#### ARTICLE XII

##### **JOINDER OF LIENHOLDER**

Section 1. Joinder of Community Bank and Trust, SSB, Community Bank and Trust, SSB ("Lienholder"), being the holder of a lien on the 10.620 acre tract being subdivided and platted into the Addition, joins with Declarant in the execution of this Declaration for the purposes of: (a) consenting to and adopting the Plat of the Addition; (b) consenting to the grant or dedication by Declarant of all street and utility easements shown and reflected on the Plat, together with all other easements granted or reserved by Declarant in this 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 Addition by this 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, nor does it make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation of Declarant, or Declarant's successors or assigns.

IN WITNESS WHEREOF, Declarant and Lienholder have caused this Declaration to be executed on this 25<sup>th</sup> day of August, 2000.

DECLARANT: **DDW Development, Ltd., a Texas Limited Partnership**

By: DDW Management, Inc, a Texas corporation,  
its General Partner

By: James C. Dishman  
Name: James C. Dishman  
Title: President

LIENHOLDER: **Community Bank and Trust, SSB**

By: G.A. Kimberly  
Name: G.A. Kimberly  
Title: Senior Vice President

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on August 25, 2000, by James C Dishman, President of DDW Management, Inc., a Texas corporation, on behalf of said Corporation, and the Corporation acknowledged this instrument as General Partner on behalf of DDW Development, Ltd., a Texas limited partnership

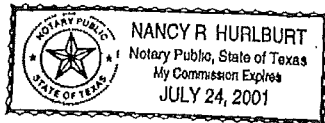


Edith A. Howell  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on September 6, 2000, by G.A. Kimberly, Senior Vice President of Community Bank and Trust, SSB, a Texas savings bank, on behalf of said Bank.



Nancy R. Hurlburt  
Notary Public, State of Texas

**EXHIBIT A**

**Descriptions of Future Development Tracts**

**Tract One:**

Being a 5.043 acre tract of land in part of the Charles Williams Survey, Abstract 59, and also being a part of a 98.97 acre tract conveyed to George A. Dishman, Jr. as recorded in Jefferson County Clerks File Number 9112947, Film Code Number 103-64-0277 of the Real Property Records of Jefferson County, Texas, said 5.043 acre tract being more particularly described by metes and bounds as follows

BEGINNING at a ½-inch iron set in the North right-of-way line of a public road know as Walden Road and being the Southwest corner of said 98.97 acre tract and also being South 00 deg 19 min. 21 sec East, 20.00 feet from a 5/8-inch iron rod found at the Southeast corner of Willow Creek Country Club Estates, Section X-A as recorded in Volume 15, Page 171 of the Map Records of Jefferson County, Texas;

THENCE, North 00 deg. 19 min. 21 sec West, along the East line of said Willow Creek Country Club Estates for a distance of 300.53 feet to a ½-inch iron rod set of corner;

THENCE, South 89 deg 54 min. 05 sec. East, along the residue of said 98.97 acre tract for a distance of 732.60 feet to a ½-inch iron rod set in the West right-of-way line of a public road known as Champions Drive;

THENCE, South 00 deg 09 min. 33 sec. West, along the West right-of-way line of said Champions Drive for a distance of 285.53 feet to a ½-inch iron rod set for corner;

THENCE, South 45 deg. 07 min. 44 sec. West, along the West right-of-way line of said Champions Drive for a distance of 21.22 feet to a ½-inch iron rod set in the North right-of-way of a public road known as Walden Road;

THENCE, North 89 deg. 54 min. 05 sec. West, along the North right-of-way line of said Walden Road for a distance of 715.08 to the POINT OF BEGINNING and containing 5.043 acres of land..

**Tract Two.**

Being a 16.770 acre tract of land in part of the Charles Williams Survey, Abstract 59, and also being a part of a 98.97 acre tract conveyed to George A. Dishman, Jr. as recorded in Jefferson County Clerks File Number 9112947, Film Code Number 103-64-0277 of the Real Property Records of Jefferson County, Texas, said 16.770 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a ½-inch iron set in the North right-of-way line of a public road known as Walden Road and being the Southwest corner of said 98.97 acre tract and also being South 00 deg. 19 min. 21 sec East, 20.00 feet from a 5/8-inch iron rod found at the Southeast corner of Willow Creek Country Club Estates, Section X-A as recorded in Volume 15, Page 171 of the Map Records of Jefferson County, Texas,

THENCE, North 00 deg. 19 min. 21 sec. West, along the East line of said Willow Creek Country Club Estates for a distance of 892.53 feet to the POINT OF BEGINNING of the 16.770 acre tract herein described,

THENCE, South 89 deg. 54 min. 05 sec East, along the residue of said 98.97 acre tract for a distance of 528.48 feet to a ½-inch iron rod set for corner;

THENCE, North 02 deg. 10 min. 58 sec. West, along the residue of said 98 97 acre tract for a distance of 167 51 feet to a ½-inch iron rod set for corner;

THENCE, South 89 deg. 54 min. 05 sec East, along the residue of said 98 97 acre tract for a distance of 190 15 feet to a ½-inch iron rod set for corner;

THENCE, North 02 deg. 10 min. 58 sec. West, along the West right-of-way line of a public road known as Champions Drive for a distance of 194.44 feet to a ½-inch iron rod set for the P. C. of a curve to the right,

THENCE, along a curve to the right with a radius of 910.00 feet, chord bearing of North 01 deg. 15 min 30 sec. West, chord distance of 29.36 feet for an arc length of 29.36 feet to a ½-inch iron rod set for corner;

THENCE, North 00 deg. 20 min. 03 sec. West, along said West right-of-way line of Champions Drive for a distance of 71.06 feet to a ½-inch iron rod set at the P. C. of a curve to the left,

THENCE, along said curve to the left with a radius of 470.00 feet, chord bearing of North 03 deg. 15 min 24 sec. West, chord distance of 47.93 feet for an arc length of 47.95 feet to a ½-inch iron rod set for corner;

THENCE, North 83 deg. 49 min. 15 sec. East, along the North end of said Champions Drive for a distance of 60.00 feet to a ½-inch iron rod set for corner;

THENCE, along a curve to the left with a radius of 530.00 feet, chord bearing of North 16 deg. 44 min. 49 sec. West, chord distance of 194.60 feet for an arc length of 195.71 feet to a ½-inch iron rod set for corner;

THENCE, North 27 deg. 19 min 31 sec West, along the residue of said 98 97 acre tract for a distance of 100.00 feet to a ½-inch iron rod set at the P.C. of a curve to the right,

THENCE, along a curve to the right with a radius of 470.00 feet, chord bearing of North 14 deg. 47 min 29 sec. West, chord distance of 203.99 feet for an arc length of 205 63 feet to a ½-inch iron rod set for corner;

THENCE, North 02 deg. 15 min. 28 sec. West, along the residue of said 98 97 acre tract for a distance of 140 30 feet to a ½-inch iron rod set in the South right-of-way line of Drainage District Number Six drainage ditch Number 12-B;

THENCE, North 87 deg. 51 min. 37 sec West, along said South right-of-way line of Drainage District Number Six drainage ditch Number 12-B for a distance of 49.12 feet to a 5/8-inch iron rod found for corner;

THENCE, South 85 deg. 33 min. 02 sec. West, along said South right-of-way line of Drainage District Number Six drainage ditch Number 12-B for a distance of 266.53 feet to a 5/8-inch iron rod found for corner,

THENCE, South 81 deg. 56 min. 59 sec West, along said South right-of-way line of Drainage District Number Six drainage ditch Number 12-B for a distance of 209.81 feet to a 5/8-inch iron rod found for corner;

THENCE, South 85 deg 14 min 30 sec. West, along said South right-of-way line of Drainage District Number Six drainage ditch Number 12-B for a distance of 84 54 feet to a 5/8-inch iron rod found for corner,

THENCE, South 00 deg. 19 min. 21 sec. East, (basis of bearings) along the East line of the residue of a 154.10 acre tract as recorded in Volume 1974, Page 238 of the Deed Records of Jefferson County and the East line of said Willow Creek Country Club Estates, Section X-A, for a distance of 1072.37 feet to the POINT OF BEGINNING and containing 16 770 acres of land

FILED AND RECORDED

*Sandy Walker*

2000 SEP 15 02:23 PM 2000035337  
SANDY WALKER  
COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

AFTER RECORDING RETURN TO:

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





RST  
PGS

2004047694

**FIRST SUPPLEMENTAL DECLARATION TO THE DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF WALDEN MEADOWS, SECTION ONE, FOR WALDEN MEADOWS,  
SECTION TWO, AN ADDITION TO THE CITY OF BEAUMONT,  
JEFFERSON COUNTY, TEXAS**

Whereas, DDW Development, Ltd, a Texas limited partnership (the "Declarant"), executed the Declaration of Covenants, Conditions, and Restrictions of Walden Meadows, Section One, an addition to the City of Beaumont, Jefferson County, Texas, dated August 25, 2000, recorded under County Clerk's File No 2000035337 in the Official Public Records of Real Property of Jefferson County, Texas (the "Declaration"), subjecting certain real property more fully described therein to certain restrictive covenants, and

Whereas, Declarant reserved the right under the Declaration to bring additional property from that certain real property described in the Declaration and referred to therein as the Future Development Tracts under the scheme of development set out in the Declaration by means of a Supplement Declaration, and

Whereas, the Declarant now desires to subject that certain real property more fully described in Exhibit "A", attached hereto and made a part hereof by this reference (the "Additional Land"), out of the Future Development Tract to the scheme of development set out in the Declaration and to amend and add to the provisions of the Declaration with respect to the Additional Land by the execution and filing of this Supplemental Declaration as permitted by the terms of the Declaration, and

Whereas, the Declarant has caused the Additional Land to be subdivided, platted, and, to the extent of Lot One (1) in Block One (1) of the Walden Meadows, Section One, a subdivision to the City of Beaumont, Jefferson County, Texas, according to the map or plat of said addition recorded in Volume 16, Page 291 of the Map Records of Jefferson County, Texas (the "Original Addition"), replatted into an addition to the City of Beaumont, Jefferson County, Texas, known and to be known as "Walden Meadows, Section Two, an addition to the City of Beaumont, Jefferson County, Texas (the "New Addition"), in accordance with the Final Plat of the New Addition prepared by J D McClenan, registered professional land surveyor number 2512, and filed for record in the office of the County Clerk of Jefferson County, Texas, contemporaneously with the filing of this Supplemental Declaration (the "Plat"), and

Whereas, the Declarant desires to (i) dedicate the easements for streets and utilities reflected in the Plat, (ii) reserve in favor of itself the Association or both certain easements on and across the Lots in the New Addition, (iii) replat Lot One (1) in Block One (1) of the Original Addition, (iv) bring the Additional Land with the scheme of development of the Declaration, as authorized therein, and (v) impose the protective and restrictive covenants set forth in the Declaration as amended and supplemented in this Supplemental Declaration on the Lots in the New Addition and on the Common Area of the New Addition,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Declarant hereby adopts the Plat of the New Addition, dedicates the easements of streets and utilities as reflected upon the Plat and imposes on the Lots in the New Addition the basic restrictions set forth on the Plat

For the purposes of enhancing and protecting the value, attractiveness, and desirability of the Lots in the New Addition, and the purpose of providing for the orderly development, use, and enjoyment of the Lots in the New Addition, Declarant hereby declares that all of the land in the New Addition shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth in the Declaration as modified and supplemented by this Supplemental Declaration and the Plat, which shall constitute covenants running with the Additional Land and shall be binding upon all persons having any right, title, or interest in the Additional Land, or any part or parts thereof, and upon such persons and their respective heirs, successors, executors, administrators, legal and person representatives, lessees, and assigns

**Article I.**  
**Definitions**

All of the definitions contained in Article I of the Declaration shall apply to this Supplemental Declaration as amended as follows

1 The first sentence of Section 6 of Article I of the Declaration shall be amended to read as follows

“Common Area” shall mean and refer to and include any real property (including all improvements now or hereafter placed, erected, constructed, installed, or located thereon) owned by the Association for the common use and enjoyment of the Owners ”

2 A new Section 11 shall be added to read as follows

“Section 11 Addition “Addition” shall mean and refer collectively to the Original Addition, Walden Meadows, Section One, an addition to the City of Beaumont, Jefferson County, Texas, according to the map or plat of said addition of record in the Office of the County Clerk of Jefferson County, Texas, and the New Addition, Walden Meadows, Section Two, an addition to the City of Beaumont, Jefferson County, Texas, according to the map or plat of said addition of record in the Office of the County Clerk of Jefferson County, Texas ”

3 A new Section 12 shall be added to read as follows

“Section 12 The land subject to this Supplemental Declaration and more fully described in the attached Exhibit “A” shall be herein sometimes referred to as the “Additional Land” ”

**Article II**  
**Property Subject to Declarations; Additions Thereto**

Section 1 of the Article II of the Declarants is amended to read as follows

“Section 1 Existing Property The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the terms, covenants, conditions, restrictions, easements, and reservations contained in the Declarations is Walden

Meadows, Section One, an addition to the City of Beaumont, Jefferson County, Texas, as shown and reflected upon the above Plat thereto filed with the Declaration and to the terms, covenants, conditions, restrictions, easements, and reservations contained in the Declaration as amended and supplemented by the first Supplemental Declaration to this Declaration and Walden Meadows, Section Two, an Addition to the City of Beaumont, Jefferson County, Texas, as shown and reflected upon the Plat filed with the first Supplemental Declaration to the Declaration, which property may be sometimes referred to as the "Existing Property" "

**Article III**  
**Property, Rights, and Easements**

With respect to Article III of the Declaration, Section 3 is amended to read as follows as it applies to the New Addition

"Section 3 Electric Utility Easement There is hereby reserved upon each Lot in the Addition a ten foot (10') wide underground utility easement in favor of any public utility providing electric service to the Addition for the purpose of installing and maintaining electric utility service to the residence constructed on each Lot to be located five feet (5') on either side of the centerline of the electric line as actually installed on each Lot"

**Article IV**  
**Membership and Voting Rights**

Article IV of the Declaration applies to the New Addition as stated in the Declaration without change

**Article V**  
**Assessments**

Article V of the Declaration applies to the New Addition without change

**Article VI**  
**Obligation to Maintain, Repair, and Rebuild**

Article VI of the Declaration applies to the New Addition without change

**Article VII**  
**Architectural Control**

Article VII of the Declaration applies to the New Addition without change

**Article VIII**  
**New Restrictions**

Article VIII of the Declaration applies to the New Addition with the following amendments

1 The first sentence of Section 20 is amended to read as follows,

“Prior to the initial occupancy of a residence constructed on Lots 6 or 7 in Block 2, on Lots 6 or 7 in Block 3, Lots 11 or 12 in Block 1, or Lot 6 or 7 in Block 5 of the Addition, there must be constructed along the rear (west) line of each such Lot on eight foot (8’) high solid “dog-eared” cedar privacy fence mounted on metal posts ”

2 The second sentence of Section 26 is amended to read as follows with respect to the New Addition

“Meters for utilities shall be screened from view from any street in the Addition ”

**Article IX**  
**Enforcement of Covenants**

Article IX of the Declaration applies to the New Addition without change

**Article X**  
**Term and Amendment of Covenants**

Article X of the Declaration applies to the New Addition without change except for the addition of a new Section 3 to read as follows

“Section 3 Amendment to Restrictions on New Addition Notwithstanding anything contained herein to the contrary, the covenants and restrictions as they apply to Lots 1 through and including 17 of Block 1 and Lots 1 through and including 12 of Block 5 and the Common Areas of Walden Meadows Section Two (2) may be amended or terminated by a written instrument signed by owners of not less than eighty percent (80%) of the Lots in the said Walden Meadows, Section Two (2) for a period of two (2) years after the date that this Supplemental Declaration is recorded. Thereafter, any amendment must be made in accordance with Section 2 of Article V of the Declaration ”

Article XI

Article XI of the Declaration applies to the New Addition without change

Executed this the 8 day of December, 2008

DECLARANT

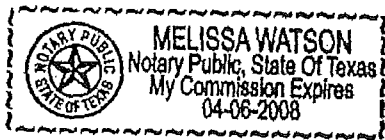
DDW Development, Ltd., a Texas limited partnership

By DDW Management, Inc , a Texas corporation,  
its General Partner

By G Austin Dishman  
Name G Austin Dishman, III  
Title President

STATE OF TEXAS       §  
                                  §  
                                  §  
COUNTY OF JEFFERSON §

This instrument was acknowledged before me this 8 day of December, 2003,  
by G Austin Dishman, III, President of DDW Management, Inc , a Texas corporation, on behalf of  
said corporation, general partner on behalf of DDW Development, Ltd , a Texas limited partnership



Melissa Watson  
Notary Public in and for the State of Texas

RETURN TO  
Jefferson County Title Company  
80 IH-10 North  
Beaumont, Texas 77702

**Exhibit A**

Property described as Tract 1 and Tract 2 on Final Plat of Walden Meadows, Section Two recorded in Vol 17, page 318, under County Clerks File No. 2004042800 of the Official Public Records of Real Property of Jefferson County, Texas

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Carolyn L. Guidry*

2004 Dec 09 11:22 AM

2004047694

JAMES \$22 00

CAROLYN L. GUIDRY COUNTY CLERK

JEFFERSON COUNTY TEXAS



*Dr*

Jefferson County Title Company,

**SECOND SUPPLEMENTAL DECLARATION TO THE DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF WALDEN MEADOWS, SECTION ONE, FOR WALDEN MEADOWS,  
SECTION THREE, AN ADDITION TO THE CITY OF BEAUMONT,  
JEFFERSON COUNTY, TEXAS**

Whereas, DDW Development, Ltd., a Texas limited partnership (the "Declarant"), executed the Declaration of Covenants, Conditions, and Restrictions of Walden Meadows, Section One, an addition to the City of Beaumont, Jefferson County, Texas, dated August 25, 2000, recorded under County Clerk's File No. 2000035337 in the Official Public Records of Real Property of Jefferson County, Texas (the "Declaration"), subjecting certain real property more fully described therein to certain restrictive covenants; and

Whereas, Declarant reserved the right under the Declaration to bring additional property from that certain real property described in the Declaration and referred to therein as the Future Development Tracts under the scheme of development set out in the Declaration by means of a Supplemental Declaration; and

Whereas, the Declarant executed the First Supplemental Declaration to Declaration for Walden Meadows, Section Two, dated December 8, 2004, recorded under County Clerk's File Number 2004047694 in the Official Public Records of Jefferson County, Texas (the "First Supplemental Declaration"); and

Whereas, the Declarant now desires to subject that certain real property more fully described in Exhibit "A", attached hereto and made a part hereof by this reference (the "Additional Land"), out of the Future Development Tracts to the scheme of development set out in the Declaration and to amend and add to the provisions of the Declaration with respect to the Additional Land by the execution and filing of this Supplemental Declaration as permitted by the terms of the Declaration; and

Whereas, the Declarant has caused the Additional Land to be subdivided, platted, and, to the extent of Lot Twelve (12) in Block Five (5) of the Walden Meadows, Section Two (2), a subdivision to the City of Beaumont, Jefferson County, Texas, according to the map or plat of said addition recorded in Volume 17, Page 318 of the Map Records of Jefferson County, Texas (the "Walden, Section Two"), replatted into an addition to the City of Beaumont, Jefferson County, Texas, known and to be known as "Walden Meadows, Section Three, an addition to the City of Beaumont, Jefferson County, Texas (the "New Addition")", in accordance with the Final Plat of the New Addition prepared by Mark W. Whiteley, Texas registered professional land surveyor number 3636, and filed for record in the office of the County Clerk of Jefferson County, Texas, under County Clerk's File No. 2008014198 on April 22, 2008 (the "Plat"); and

Whereas, the Declarant desires to (i) dedicate the easements for utilities reflected in the Plat, (ii) reserve in favor of itself and the Association or both certain easements on and across the Lots in the New Addition, (iii) replat Lot Twelve (12) in Block Five(5) of the Walden Section Two (2), (iv) bring the Additional Land with the scheme of development of the Declaration, as

authorized therein, and (v) impose the protective and restrictive covenants set forth in the Declaration, as amended and supplemented by the First Supplemental Declaration and this Second Supplemental Declaration, on the Lots in the New Addition;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Declarant hereby adopts the Plat of the New Addition, dedicates the easements for utilities as reflected upon the Plat and imposes on the Lots in the New Addition the basic restrictions set forth on the Plat.

For the purposes of enhancing and protecting the value, attractiveness, and desirability of the Lots in the New Addition, and the purpose of providing for the orderly development, use, and enjoyment of the Lots in the New Addition, Declarant hereby declares that all of the land in the New Addition shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions set forth in the Declaration as modified and supplemented by the First Supplemental Declaration and by this Second Supplemental Declaration and the Plat, which shall constitute covenants running with the Additional Land and shall be binding upon all persons having any right, title, or interest in the Additional Land, or any part or parts thereof, and upon such persons and their respective heirs, successors, executors, administrators, legal and person representatives, lessees, and assigns. All references to the Declaration contained in this Second Supplemental Declaration are to the Declaration as amended by the First Supplemental Declaration.

#### **Article I.** **Definitions**

All of the definitions contained in Article I of the Declaration shall apply to this Supplemental Declaration as amended as follows:

1. A new Section 11 shall be added to read as follows:

“Section 11. Addition. “Addition” shall mean and refer collectively to the Original Addition, Walden Meadows, Section One, an addition to the City of Beaumont, Jefferson County, Texas, according to the map or plat of said addition of record in the Office of the County Clerk of Jefferson County, Texas, Walden Meadows, Section Two, an addition to the City of Beaumont, Jefferson County, Texas, according to the map or plat of said addition of record in the Office of the County Clerk of Jefferson County, Texas, and the New Addition, Walden Meadows, Section Three, an addition to the City of Beaumont, Jefferson County, Texas, according to the map or plat of said addition of record in the Office of County Clerk of Jefferson County, Texas.”

2. A new Section 12 shall be added to read as follows:

“Section 12. The land subject to this Supplemental Declaration and more fully described in the attached Exhibit “A”, and the Exhibit “A” attached



to the First Supplemental shall be herein sometimes referred to as the "Additional Land".

**Article II**  
**Property Subject to Declarations; Additions Thereto**

Article II of the Declaration applies to the New Addition with Section 1 of the Article II of the Declaration amended to read as follows:

"Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the terms, covenants, conditions, restrictions, easements, and reservations contained in the Declarations is Walden Meadows, Section One, an addition to the City of Beaumont, Jefferson County, Texas, as shown and reflected upon the above Plat thereof filed with the Declaration and to the terms, covenants, conditions, restrictions easements, and reservations contained in the Declaration as amended and supplemented by the First Supplemental Declaration to this Declaration adding Walden Meadows, Section Two, an addition to the City of Beaumont, Jefferson County, Texas, as shown and reflected upon the Plat filed with the First Supplemental Declaration to the Declaration, and the Second Supplemental Declaration to the Declaration adding Walden Meadows, Section Three, an addition to the City of Beaumont, Jefferson County, Texas, as shown and reflected upon the Plat filed with the Second Supplemental Declaration to the Declaration, which property may be sometimes referred to as the "Existing Property".

**Article III**  
**Property, Rights, and Easements**

Article II of the Declaration applies to the New Additions as stated in the Declaration without change.

**Article IV**  
**Membership and Voting Rights**

Article IV of the Declaration applies to the New Addition as stated in the Declaration without change.

**Article V**  
**Assessments**

Article V of the Declaration applies to the New Addition as stated in the Declaration without change.

**Article VI**  
**Obligation to Maintain, Repair, and Rebuild**

Article VI of the Declaration applies to the New Addition as stated in the Declaration without change.

**Article VII**  
**Architectural Control**

Article VII of the Declaration applies to the New Addition as stated in the Declaration without change.

**Article VIII**  
**New Restrictions**

Article VIII of the Declaration applies to the New Addition as stated in the Declaration with the following amendment:

Section 8 of the Declaration is amended to add subsections (g) to read as follows:

“(g) All driveways for Lots 1 through and including Lot 3 of Block 6 shall open onto Laurelwood Street.”

**Article IX**  
**Enforcement of Covenants**

Article IX of the Declaration applies to the New Addition as stated in the Declaration without change.

**Article X**  
**Term and Amendment of Covenants**

Article X of the Declaration applies to the New Addition without change except for the addition of a new Section 4 to read as follows:

“Section 4. Amendment to Restrictions on New Addition. Notwithstanding anything contained herein to the contrary, the covenants and restrictions as they apply to Lots 1 through and including 3 of Block 6 and of Walden Meadows Section Three (3) may be amended or terminated by a written instrument signed by owners of not less than sixty percent (60%) of the Lots in the said Walden Meadows, Section Three (3) for a period of two (2) years after the date that this

Supplemental Declaration is recorded. Thereafter, any amendment must be made in accordance with Section 2 of Article V of the Declaration.”

**Article XI**

Article XI of the Declaration applies to the New Addition as stated in the Declaration without change.

Executed this the 13 day of May, 2008.

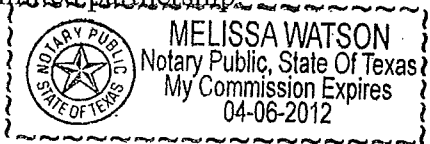
DECLARANT: DDW Development, Ltd., a Texas limited partnership

By: DDW Management, Inc., a Texas corporation,  
its General Partner

By: G Austin Dishman  
Name: G. Austin Dishman, III  
Title: President

STATE OF TEXAS §  
§  
COUNTY OF JEFFERSON §

This instrument was acknowledged before me this 13 day of May, 2008, by G. Austin Dishman, III, President of DDW Management, Inc., a Texas corporation, on behalf of said corporation, general partner on behalf of DDW Development, Ltd., a Texas limited partnership.



Melissa Watson  
Notary Public in and for the State of Texas

**AFTER RECORDING PLEASE RETURN TO:**  
Austin Dishman  
80 IH-10 North  
Beaumont, Texas 77702

**EXHIBIT A**

BEING a 0.7274 acre tract or parcel of land out of and part of the Charles Williams Survey, Abstract No. 59, Jefferson County, Texas, the same being out of and a part of that certain called 32.433 acre tract described in Special Warranty Deed from George A. Dishman, Jr., Hill M. Dishman, James C. Dishman and James C. Dishman, Jr. to Walden Park, Ltd., dated 29<sup>th</sup> of February, 2000, recorded in Clerk's File Number 2000008357, Official Public Records, Jefferson County, Texas, said 0.7274 acre tract being more particularly described as follows:

COMMENCING at the Northwest corner of that certain Lot 7, Block 5 of the Final Plat of Walden Meadows, Section Two as recorded in Volume 17, Page 318, Map Records, Jefferson County, Texas, a iron rod with cap found;

Reference bearing based upon the North line of the said of Walden Meadows, Section Two as recorded in Volume 17, Page 318, Map Records, Jefferson County, as SOUTH 89°54'05" EAST.

THENCE SOUTH 89°54'05" EAST along and with the North line of the aforesaid Walden Meadows, Section Two Addition for a distance of 436.26 feet to a 5/8" iron rod with cap set for PLACE OF BEGINNING of the tract herein described, the same being the Northwest corner of Lot 12, the same being the Northeast corner of Lot 11, Block 5 of the aforesaid Walden Meadows Section Two Addition;

THENCE SOUTH 89°54'05" EAST, continuing along the projection of the afore referenced North line for a distance of 273.40 feet to a 5/8" iron rod with cap set in concrete for corner, said iron rod being located on the Westerly right of way line of Champions Drive (right of way width varies);

THENCE SOUTH 02°10'59" EAST, along and with the West right of way line of said Champions Drive for a distance of 115.19 feet to a 5/8" iron rod with cap set in concrete for corner, said iron rod being located on the North right of way line of Laurelwood Street (based upon 50.00 feet) as recorded and dedicated in Walden Meadows, Section One, a subdivision out of the C. Williams Survey, Abstract No. 59, Jefferson County, Texas, as recorded in Volume 16, Page 291, Map Records, Jefferson County, Texas;

THENCE NORTH 89°54'05" WEST along and with the North right of way line of Laurelwood Street of a distance of 190.42 feet pass the Southeast corner of Lot 12, Block 5 of the aforesaid Walden Meadows, Section Two and continuing for a total distance of 277.14 feet to a 5/8" iron rod with cap set for corner, said iron rod locating the Southeast corner of Lot 11, Block 5 of the aforesaid Addition;

THENCE NORTH 00°19'21" WEST along the boundary between said Lot 11 and the herein described tract for a distance of 115.10 feet to the PLACE OF BEGINNING and containing 0.7274 acres of land, more or less.

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Carolyn L. Guidry*

2008 May 14 01:43 PM

2008017224

JAMES \$36.00

CAROLYN L. GUIDRY COUNTY CLERK

JEFFERSON COUNTY TEXAS



The State of Texas  
Secretary of State

SEP. 21, 2000

DON DECORDOVA, DECORDOVA & CHAUVEAUX  
STE 210 THE STEDMAN BLDG., 490 PARK ST  
BEAUMONT ,TX 77701

RE:  
WALDEN ONE OWNERS ASSOCIATION

CHARTER NUMBER 01597739-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



VERY TRULY YOURS,

A handwritten signature in black ink, appearing to read "Elton Bomer".

Elton Bomer, Secretary of State



The State of Texas  
Secretary of State

CERTIFICATE OF INCORPORATION  
OF

WALDEN ONE OWNERS ASSOCIATION  
CHARTER NUMBER 01597739

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE  
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE  
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE  
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS  
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE  
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF  
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,  
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED SEP. 15, 2000

EFFECTIVE SEP. 15, 2000



A handwritten signature in black ink, appearing to read "Elton Bomer".

Elton Bomer, Secretary of State

**ARTICLES OF INCORPORATION  
OF  
WALDEN ONE OWNERS ASSOCIATION,  
A NON-PROFIT CORPORATION**

**FILED**  
In the Office of the  
Secretary of State of Texas  
**SEP 15 2000**  
Corporations Section

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

**ARTICLE I**

**NAME OF CORPORATION**

The name of the corporation (hereinafter called the "Association") is **Walden One Owners Association**.

**ARTICLE II**

**NON-PROFIT CORPORATION**

The Association is a non-profit corporation.

**ARTICLE III**

**DURATION**

The period of its duration is perpetual.

**ARTICLE IV**

**PURPOSES**

The specific purposes for which the Association is formed are as follow:

(1) to provide for the ownership, improvement, maintenance, operation, preservation, regulation and control of the "Common Area" of the Addition, as the term "Common Area" is defined in the Declaration;

(2) to provide for the architectural control of the "Lots" in the Addition, as the term "Lots" is defined in the Declaration, upon the conditions and under the circumstances set forth in the Declaration;

(3) to perform all maintenance, repair and replacement obligations imposed on the Association by the Declaration and to perform, at the option of the Association, any maintenance, repairs or replacements which the Association has the option to perform pursuant to the Declaration;

(4) to enforce the terms, covenants, limitations and restrictions set forth in the Declaration and in the Bylaws of the Association (the "Bylaws") and such rules and regulations as may be adopted by the Association pursuant to the Declaration;

(5) to perform any and all other duties and obligations imposed on the Association by the Declaration and to exercise any and all other rights and authorities conferred on the Association by the Declaration or the Bylaws; and

(6) to promote the orderly development, use and enjoyment of the Lots in the Addition and enhance and protect the value, attractiveness and desirability of the Lots in the Addition.

In the furtherance of such purposes, the Association shall have all of the general powers set forth in Art. 1396-2.02 of the Texas Non-Profit Corporation Act (the "Act"), except to the extent that such general powers are limited or denied by the Declaration or the Bylaws of the Association. Without limiting the generality of the foregoing, the Association shall have the power to:

(1) perform all of the duties and obligations of the Association as set forth in the Declaration or in the Bylaws of the Association;

(2) affix, levy and collect all charges and assessments pursuant to the terms of the Declaration, and enforce payment thereof by any lawful means, including, without limitation, by the exercise of the rights and remedies granted to the Association in the Declaration; and pay all expenses in connection with the performance of the duties, obligations, rights and powers of the Association and all administrative expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed on the Association or its property;

(3) acquire (by donation, purchase or otherwise), own, hold, improve, operate, maintain, regulate, convey, sell, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association, except as otherwise limited or prohibited by the provisions of the Declaration, the Bylaws of the Association, or the Act;



(4) dedicate, or grant express easements on or across, all or any part of the Common Area to any municipality, public agency, public authority, or franchised utility company for such purposes and upon such conditions as may be approved by the Members in accordance with the provisions of the Declaration; and

(5) have and exercise any and all powers, rights, authorities and privileges that have been conferred, or that may hereafter be conferred, upon the Association by the Declaration or by the Bylaws of the Association.

The Association is organized and shall be operated exclusively for the aforementioned purposes. The activities of the Association shall be financed by assessments on Members, as provided in the Declaration, and no part of any net earnings shall inure to the benefit of any Member.

## ARTICLE V

### DEFINITIONS

As used in these Articles of Incorporation:

(1) The term "Declaration" means and refers to the Declaration of Covenants, Conditions and Restrictions of Walden Meadows, Section One, an Addition to the City of Beaumont, Jefferson County, Texas, as filed in the Official Public Records of Real Property of Jefferson County, Texas, as the same may be supplemented, from time to time, by any supplemental declaration of covenants, conditions and restrictions filed in the Official Public Records of Real Property of Jefferson County, Texas, pursuant to the provisions of the above-referenced Declaration.

(2) The term "Addition" means and refers to Walden Meadows, Section One, an Addition to the City of Beaumont, Jefferson County, Texas, together with such additional properties as are brought within the scheme of the Declaration and within the jurisdiction of the Association in accordance with the provisions of the Declaration.

(3) The term "Owner" means and refers to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is part of the Addition, including contract sellers, but excluding (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.

## ARTICLE VI

### REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is 3515 Fannin Street, Suite 101, Beaumont, Texas 77701, and the name of its initial registered agent at such address is G. Austin Dishman, III.

## ARTICLE VII

### MEMBERS

Every Owner 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 in the Addition.

## ARTICLE VIII

### TWO CLASSES OF MEMBERS; VOTING RIGHTS

The Association shall have two (2) classes of Members, as follows:

Class "A". The Class "A" Members shall be all Owners, with the exception of the Declarant (as the term "Declarant" is defined in the Declaration). When more than one (1) person holds an interest in a given Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they may determine among themselves; but in no event shall more than one (1) vote be cast with respect to any Lot owned by Class "A" Members.

Class "B". The Class "B" Member shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership upon the happening of either of the following events, whichever shall first occur:

(a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or

(b) January 1, 2020;

provided, however, if after attaining an equality of the total votes of Class "A" and Class "B", as provided in subparagraph (a) above, the Declarant shall bring additional property within the scheme of the Declaration and within the jurisdiction of the

Association, as provided in the Declaration, thereby creating additional Lots in the Addition, the Declarant shall again be a Class "B" Member and shall again be entitled to three (3) votes for each Lot owned by it in the Addition.

Excepting those instances where voting by class is specifically required in the Declaration or in the Bylaws, voting shall be by the Members as a whole, and not by class.

## ARTICLE IX

### BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Association is three (3), and the names and addresses of the persons who are to serve as the initial Directors are:

<u>Name</u>	<u>Address</u>
G. Austin Dishman, III	3515 Fannin Street, Suite 101 Beaumont, Texas 77701
James C. Dishman, Jr.	6820 College Street Beaumont, Texas 77707
Stan Wolfrom, III	2750 Eastex Freeway Beaumont, Texas 77703

## ARTICLE X

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify a Director, Officer, committee member, employee or agent of the Association, or a former Director, Officer, committee member, employee or agent of the Association, who was, is or may be named defendant or respondent in any proceeding as a result of his actions or omissions within the scope of his official capacity in the Association, against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by such person in connection with any such proceeding. However, the Association shall indemnify such person only in the circumstances where, and only to the extent which, such indemnification is permitted under the provisions of Art. 1396-2.22A of the Act.

## ARTICLE XI

### DISSOLUTION

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created, provided that

such public agency will accept the same, or shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization organized and operated for such similar purposes.

## ARTICLE XII

### ADOPTION AND AMENDMENT OF BYLAWS

The initial Bylaws of the Association shall be adopted by the Board of Directors, but the power to amend or repeal the Association's Bylaws is reserved exclusively to the Members of the Association.

## ARTICLE XIII

### ACTION WITHOUT A MEETING

Any action required by the Act to be taken at a meeting of the Members or Directors of the Association, or any action that may be taken at a meeting of the Members or Directors of the Association, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Members or Directors as would be necessary to take that action at a meeting at which all the Members or Directors, as the case may be, were present and voted.

Each written consent shall bear the date of signature of each Member or Director who signs the consent. A written consent signed by less than all of the Members or Directors is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest consent delivered to the Association pursuant to the later provisions of this Article, a consent or consents signed by the required number of Members or Directors, as the case may be, is delivered to the Association at its registered office or principal place of business or to an Officer of the Association having custody of the books in which proceedings of meetings of the Members and Directors are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the President of the Association. A telegram, telex, cablegram, or similar transmission by a Member or Director or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member or Director shall be regarded as signed by such Member or Director for the purposes of this Article.

Prompt notice of the taking of any action by Members or Directors without a meeting by less than unanimous written consent shall be given to all Members or Directors, as the case may be, who did not consent in writing to such action.

**ARTICLE XIV**

**INCORPORATOR**

The name and street address of each incorporator are:

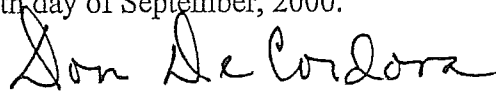
Name

Address

Don DeCordova

490 Park Street, Suite 210  
Beaumont, Texas 77701

EXECUTED at Beaumont, Texas, on the 13th day of September, 2000.



Don DeCordova, Incorporator

**BYLAWS  
OF  
WALDEN ONE OWNERS ASSOCIATION**

ARTICLE I

NAME AND LOCATION

Section 1. Name of Association. The name of the Association is **Walden One Owners Association**. The Association is a Texas non-profit corporation.

Section 2. Principal Office. Until changed by resolution of the Board of Directors of the Association, the principal office of the Association shall be at 3515 Fannin Street, Suite 101, Beaumont, Texas 77701 but meetings of Members and Directors may be held at such places within the State of Texas as may be designated, from time to time, by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association", as used in the hereinafter referenced Declaration and in these Bylaws, shall mean and refer to **Walden One Owners Association**, 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 simple title to any Lot which is part of the Addition, 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.

Section 3. "Addition" shall mean and refer to **Walden Meadows, Section One, an Addition to the City of Beaumont, Jefferson County, Texas**, as shown, reflected and described upon the Final Plat (the "Plat") of said Addition as recorded in the Map Records of Jefferson County, Texas, together with such additions thereto as may be hereafter brought within the jurisdiction of the Association in accordance with the terms and provisions of the Declaration.

Section 4. "Common Area" shall mean and refer to and include any real property (including all improvements now or hereafter placed, erected, constructed, installed or located thereon) owned by the Association for the common use and enjoyment of the Owners, as more particularly identified and provided in the Declaration.

Section 5. "Lot" shall mean and refer to each and every platted lot shown and reflected upon the recorded plat or plats of the Addition.

Section 6. "Declarant" shall mean and refer to **DDW Development, Ltd.**, its successors and assigns. However, as used in this Section, the term "assigns" shall not be construed to mean, refer to or include any person or entity which shall acquire from **DDW Development, Ltd.** one (1) or more of the Lots in the Addition, whether improved or unimproved, for occupancy or resale, unless the said **DDW, Ltd.**, or its successor, shall expressly assign unto such assignee all of its rights and privileges as "Declarant" under the Declaration.

Section 7. "Declaration" shall mean and refer to the **Declaration of Covenants, Conditions and Restrictions of Walden Meadow, Section One, an Addition to the City of Beaumont, Jefferson County, Texas**, as recorded in the Official Public Records of Real Property of Jefferson County, Texas, together with any Supplemental Declaration(s) hereafter filed of record in the same office by Declarant, its successors or assigns, for the purpose of bringing additional property within the scheme of the Declaration and with the jurisdiction of the Association, as provided in the Declaration first referenced above.

Section 8. "Member" shall mean and refer to each and every person or entity who holds membership in the Association, as provided in the Declaration.

Section 9. "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 10. "Mortgagee" shall mean and refer to the beneficiary of, or secured party in, a mortgage on a Lot or Lots.

### ARTICLE III

#### MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held no later than twenty-four (24) months after the date of the Declaration. Subsequent annual meetings shall be held at 7:00 o'clock p.m. on the first Monday of the same calendar month in which the first annual meeting is held. If the day scheduled for an annual meeting shall be a legal holiday, the meeting will be held at the same hour on the next succeeding day which is not a legal holiday. Failure to hold the annual meeting at the designated time shall not work a dissolution of the Association. If the Board of Directors fails to call the annual meeting at the designated time, any Member may make demand that such annual meeting be held within a reasonable time, such demand to be made in writing by registered mail directed to any Officer of the Association. If the annual meeting is not called within sixty (60) days following such written demand, any Member may compel the holding of such annual meeting by legal action against the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President, the Board of Directors, or by Members who are entitled not less than twenty-five percent (25%) of all votes entitled to be cast at such special meeting.

Section 3. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the meeting, either personally, by facsimile transmission, or by mail, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to each Member entitled to vote at such meeting. Personal delivery shall be effective as of the date of actual delivery. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to such Member at his address as it appears on the records of the Association, with postage thereon prepaid. If transmitted by facsimile, notice is deemed to be delivered on successful transmission of the facsimile.

Section 4. Record Date for Determining Members Entitled to Notice and Vote. The Board of Directors, from time to time, may fix a record date for the purpose of determining (a) the Members entitled to notice of a meeting of the Members, and/or (b) the Members entitled to vote at a meeting of the Members, but no such record date shall be more than sixty (60) days before the date of the meeting. A determination of Members entitled to notice of or to vote at a meeting of the Members is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote. The Board must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining Members entitled to notice of the original meeting. If a record date for determining the Members entitled to notice of a meeting is not fixed, as provided above in this Section, Members at the close of business on the business day preceding the date on which notice is given, or if notice is waived, at the close of business on the business day preceding the date of the meeting, are entitled to vote at the meeting. If a record date for determining the Members entitled to vote at a meeting is not fixed, as provided above in this Section, Members on the date of the meeting who are otherwise eligible to vote are entitled to vote at the meeting.

Section 5. Membership Voting List. After fixing a record date for the notice of a meeting, the Association shall prepare an alphabetical list of the names of all its voting Members who are entitled to notice of the meeting. The list shall show the address and number of votes each voting Member is entitled to cast at the meeting. The list shall be prepared on the same basis and be part of the list of voting Members. Not later than two (2) business days after the date notice is given of a meeting for which a list was prepared pursuant to this Section, and continuing through the meeting, the list of voting Members must be available for inspection of any Member entitled to vote at the meeting. If no record date is fixed for the notice of a meeting, the Association shall have available for inspection by any Member at the meeting an alphabetical list of the names of all voting Members and the number of votes each voting Member is entitled to cast at the meeting.

Section 6. Quorum. Except where otherwise specifically provided to the contrary in the Declaration or these Bylaws, the presence at a meeting, in person or by proxy, of Members entitled to cast at least twenty-five percent (25%) of the votes of each class of membership shall constitute a quorum for the transaction of any business which may be taken or conducted at such meeting. Except where otherwise specifically provided to the contrary in the Declaration or these Bylaws, if a quorum is not present at a meeting, the Members present at the meeting, in person or by proxy, may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 7. Proxies. At all meetings, whether annual or special, Members may be present and vote in person or by written proxy. Proxies, in order to be effective, must be filed with the Secretary of the Association at or prior to the meeting. Proxies shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for more than eleven (11) months.

Section 8. Voting. Voting shall be in accordance with the provisions of the Articles of Incorporation. Excepting any instances where voting by class is specifically required by the Articles of Incorporation, the Declaration or these Bylaws, voting shall be by the Members as a whole, and not by class.

Section 9. Method of Voting. All voting shall be via voice or by show of hands, unless by majority vote of the Members present and entitled to vote at the meeting a determination is made to vote by secret written ballot.

Section 10. Majority Vote Controls. Except where a greater vote than a simple majority is specifically required by the Declaration or these Bylaws, all decisions of the Members shall be determined by a simple majority of the votes cast at a meeting which is duly called and held and at which the required quorum is present.

Section 11. Action Without Meeting. Any action required by the Texas Non-Profit Corporation Act (the "Act") to be taken at a meeting of the Members of the Association, or any action that may be taken at a meeting of the Members of the Association, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of the Members as would be necessary to take that action at a meeting at which all the Members were present and voted. Each written consent shall bear the date of signature of each Member who signs the consent. A written consent signed by less than all of the Members is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest consent delivered to the Association pursuant to the later paragraphs of this Section, a consent or consents signed by the required number of Members is delivered to the Association at its registered office or principal place of business or to an Officer of the Association having custody of the books in which proceedings of meetings of the Members are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the President of the Association. A telegram, telex, cablegram, or similar transmission by a Member or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member shall be regarded as signed by such Member for the purposes of



this Section. Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to all Members who did not consent in writing to such action.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by the Board of Directors.

Section 2. Number and Qualification. The number of Directors shall be three (3), provided, however, that the number of Directors may be increased and decreased by amendment of these Bylaws, but the number of Directors shall never be less than three (3). Directors may or may not be Members of the Association.

Section 3. Initial Directors. The names of the initial Directors of the Association are **G. Austin Dishman, III, James C. Dishman, Jr. and Stan Wolfrom, III**, and they shall hold office until the first annual meeting of the Members or until their successors are elected and qualified.

Section 4. Election of Directors. At the first annual meeting of the Members, and at each subsequent annual meeting, the Members shall elect as many Directors as there are seats on the Board. Nomination for election to the Board of Directors shall be made by a nominating committee appointed by the Board of Directors or by nominations made from the floor at the annual membership meeting. At the election, every Member entitled to vote shall have the right to vote, in person or by proxy, for as many persons as there are Directors to be elected. Cumulative voting shall not be permitted. The nominees receiving the largest number of votes shall be elected.

Section 5. Tenure. Except for the initial Board of Directors (who shall serve for the period set forth above herein), each Director shall serve for a term of one (1) year or until his successor is elected. Directors shall be entitled to serve successive terms without limitation.

Section 6. Removal. Any Director may be removed from the Board, with or without cause, by a majority of the votes cast at any regular meeting of the Members, or at a special meeting of the Members called for that purpose, which meeting is duly called and held and at which meeting a quorum is present.

Section 7. Vacancies. Any vacancy on the Board of Directors resulting from the death or resignation of a Director shall be filled by the remaining Directors (even though less than a quorum). Any vacancy on the Board resulting from the removal of a Director pursuant to Section 6 above and any vacancy resulting from an increase in the number of Directors shall be filled by election of the Members at the next annual meeting or at a special meeting called for that purpose. Any Director elected to fill a vacancy shall serve until the next annual meeting of the Members or until his successor is elected.

Section 8. Loans or Compensation. No loans shall be made to any Director, and no Director shall receive any compensation for services rendered in such capacity; however, a Director may be reimbursed for expenses actually incurred by him in the performance of his duties in such capacity. Additionally, nothing herein contained shall preclude or prohibit the payment of compensation to a Director, in his capacity other than as a Director, for services rendered to the Association, such as for repair or maintenance services.

Section 9. Regular Meetings. Regular meetings of the Board of Directors shall be held at such intervals, on such dates and at such times and places as shall be fixed, from time to time, by resolution of the Board of Directors. When fixed by resolution, no notice of regular meetings shall be required.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President or by any two (2) members of the Board. Notice of a special meeting of the Board shall be given at least three (3) days prior to the date of the meeting by written notice delivered either personally, by facsimile transmission, or by mail, postage prepaid, addressed to each Director at his address shown on the records of the Association. If such notice is personally delivered, it shall be effective upon delivery. If notice is mailed, properly addressed and with postage prepaid, such notice shall be deemed delivered when deposited in the United States mail. If such notice is transmitted by facsimile, notice is deemed to be delivered on successful transmission of the facsimile. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened, which objection shall be made known to and noted by the Secretary in the minutes of the meeting. A Director attending for the purpose of objecting to the transaction of business, as set forth above, shall not be considered in determining the existence of a quorum. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 11. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the Directors are present at such meeting, a majority of the Directors in attendance may adjourn the meeting from time to time without further notice. Every act taken or decision made by a majority of the Directors in attendance at a meeting which is duly called and convened, and at which a quorum is present, shall constitute the act or decision of the Board of Directors.

Section 12. Action Without Meeting. Any action required by the Act to be taken at a meeting of the Directors of the Association, or any action that may be taken at a meeting of the Directors of the Association, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of the Directors as would be necessary to take that action at a meeting at which all the Directors were present and voted. Each written consent shall bear the date of signature of each Director who signs the consent. A written consent signed by less than all of the Directors is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest consent delivered to the Association pursuant to the later paragraphs of this Section, a consent or consents signed by the required number of Directors is delivered to the Association at its registered office or principal place of business or to an Officer of the Association having custody of the books in which proceedings of meetings of the Directors are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the President of the Association. A telegram, telex, cablegram, or similar transmission by a Director or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Director shall be regarded as signed by such Director for the purposes of this Section. Prompt notice of the taking of any action by Directors without a meeting by less than unanimous written consent shall be given to all Directors who did not consent in writing to such action.

## ARTICLE V

### POWERS AND DUTIES OF BOARD OF DIRECTORS

Section 1. Enumeration of Powers. Without limitation, the Board of Directors shall have the power and authority to:

- (a) Employ independent contractors, accountants, attorneys and such other agents, employees or representatives as the Board shall deem necessary for carrying out the duties and obligations of the Association, and prescribing their duties and fixing their compensation.

(b) Prosecute any action or legal proceeding which, pursuant to the Declaration, the Association is authorized to bring for the purpose of (i) collecting any assessment due and owing by any Owner, (ii) enforcing, by foreclosure proceedings, the assessment lien securing the payment of any assessment which is due and owing to the Association, (iii) enforcing the use restrictions contained in the Declaration, and (iv) enforcing compliance with any and all other terms, covenants and provisions of the Declaration and these Bylaws.

(c) Exercise all rights, powers and discretions conferred upon the Board of Directors by these Bylaws and the Declaration, except those which are specifically reserved to the Members of the Association by the Articles of Incorporation, these Bylaws or the Declaration.

(d) Adopt and publish rules and regulations governing the use of the Common Area of the Addition and to enforce such rules and regulations.

(e) Suspend, for non-payment of assessments, the right of any Member to vote at any meeting of the Members during the continuance of any such non-payment.

Section 2. Enumeration of Duties. Without limitation, the Board of Directors shall have the duty to:

(a) Cause to be kept a complete and accurate record of all financial affairs of the Association, including assessments, collections and disbursements. A written financial report shall be furnished to the Members at each annual membership meeting or at any special meeting at which such financial report is requested in writing, at least five (5) days prior to the date of such special meeting, by Owners holding at least fifty percent (50%) of the votes of either class of membership.

(b) Cause to be kept complete and accurate minutes of all meetings of the Members and Board of Directors.

(c) Supervise all Officers, agents and employees of the Association and see that their respective duties are properly performed.

(d) As more fully provided in the Declaration: (i) fix the amount of the regular annual assessment against each Lot and give notice thereof to each Owner subject thereto; (ii) propose to the membership special assessments for capital improvements, and, upon approval thereof by the Members in accordance with the Declaration, give notice of such special assessments to each Owner subject thereto; (iii) fix the amount of any additional Lot assessment and give notice thereof to each Owner subject thereto; (iv) issue or cause to be issued, upon request by any Mortgagee or other person, a resale certificate setting forth whether or not any assessments on a specified Lot have been paid; and (v) collect the assessments when due and payable in any manner provided in the Declaration, including, without limitation, suit for collection or action for foreclosure of the assessment lien.

(e) Procure and maintain fire and extended coverage insurance upon the insurable improvements and other properties of the Association in or on the Common Area of the Addition and liability insurance upon the Common Area, in such amounts as shall be reasonably determined by the Board of Directors.

(f) Perform all maintenance, repair and replacement obligations of the Association under the Declaration; and, at the election of the Board of Directors, perform any maintenance, repairs and replacements which the Association, under the

Declaration, has the option to perform for the account of any Owner who fails or refuses to perform his own maintenance, repair and replacement obligations under the Declaration.

(g) Perform or cause to be performed all other duties and obligations of the Association under the Declaration.

## ARTICLE VI

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of the Association shall be a President and a Secretary. The Board, at its election, may also establish and fill the offices of Vice President and/or Treasurer. The President and Secretary shall at all times be members of the Board of Directors, but any other Officers may or may not be members of the Board of Directors. Any two (2) or more of such offices may be held by the same person, except that the President may not also be the Secretary.

Section 2. Election of Officers. The Officers shall be elected annually by the Board of Directors at the initial meeting of the Board of Directors and thereafter at the first regular or special meeting of the Board of Directors following the annual meeting of Members. Each Officer shall hold office for a term of one (1) year or until his successor is elected. Any office may be held by the same person for successive terms, as there is no prohibition against any Officer holding successive terms.

Section 3. Assistant Officers. The Board of Directors may elect such Assistant Officers as the Board shall determine necessary for the conduct of the affairs of the Association. The authority, duties and terms of such Assistant Officers shall be fixed by the Board of Directors by resolutions from time to time adopted by the Board.

Section 4. Resignation or Removal. Any Officer may be removed from office by the Board of Directors at any time, with or without cause, and any Officer may resign from office at any time by written resignation tendered to the Board of Directors. Any resignation tendered by an Officer shall be effective as of the date thereof or as of the date specified in the notice of resignation; and, unless otherwise specified in the notice of resignation, acceptance of such resignation by the Board of Directors shall not be necessary to make same effective.

Section 5. Vacancies. Any vacancy in an office resulting from the death, resignation or removal of an Officer, or resulting from the creation of a new office, shall be filled by election or appointment by the Board of Directors. Any Officer elected to fill a vacancy resulting from the death, resignation or removal of an Officer shall serve for the unexpired term of his predecessor in such office. Any Officer appointed to fill a vacancy resulting from the creation of a new office shall hold office until the next annual election of Officers or until his successor is elected.

Section 6. Duties of President. The President shall preside over all meetings of the Members and the Board of Directors; shall see that all orders and resolutions of the Board are carried out; shall sign all documents of the Association, except where another Officer is specifically authorized to execute same by the Declaration; and shall perform such other duties as are normally performed by the president of a corporation.

Section 7. Duties of Vice President. The Vice President (if any) shall act in the place of the President in the event of his absence, disability or refusal to act; shall exercise and discharge such other duties as may be assigned to him by the Board of Directors; and shall perform such other duties as are normally performed by the vice president of a corporation.

Section 8. Duties of Secretary. The Secretary shall record the votes and minutes of all meetings of the Board of Directors and of the membership; shall serve notice of meetings of the Board and of the Members; shall keep appropriate current records showing all Members of the

Association and their current mailing addresses; shall maintain a current record of the holders of all first mortgages on the Lots in the Addition (from information furnished to him by the Lot Owners); shall perform such other duties as may be assigned to him by the Board of Directors; and shall perform such other duties as are normally performed by the secretary of a corporation. In the absence of a Treasurer, the Secretary shall also perform the duties of the office of Treasurer.

Section 9. Duties of Treasurer. The Treasurer (if any) shall be primarily responsible for the collection of assessments due the Association; shall receive and deposit, in appropriate accounts established by the Board of Directors, all funds of the Association and disburse such funds as directed by resolution of the Board of Directors; shall sign all checks or other orders for payment of funds of the Association, either alone or jointly with another Officer, as determined from time to time by resolution of the Board of Directors; shall keep proper books and records of all financial matters of the Association and present financial reports to the Members as required in these Bylaws; shall, with the assistance of the other Officers, fix the annual budget and regular annual assessment on the Lots in the Addition and shall give notice thereof to the Owners of all Lots subject to such assessment, as required in the Declaration; shall cause any required tax returns and reports to be prepared and filed; shall perform such other duties as shall be assigned to him by the Board of Directors; and shall generally perform the duties of the office of treasurer of a corporation.

## ARTICLE VII

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Obligation to Indemnify. The Association shall indemnify a Director, Officer, committee member, employee or agent of the Association, or a former Director, Officer, committee member, employee or agent of the Association, who was, is or may be named defendant or respondent in any proceeding as a result of his actions or omissions within the scope of his official capacity in the Association, against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by such person in connection with any such proceeding. However, the Association shall indemnify such person only in the circumstances where, and only to the extent which, such indemnification is permitted under the provisions of Art. 1396-2.22A of the Act.

## ARTICLE VIII

### ASSESSMENTS

Section 1. General Provisions. As more fully provided in the Declaration, each Member is obligated to pay to the Association the regular annual assessments and, in certain special cases, special assessments for capital improvements and additional Lot assessments, which assessments, together with interest, costs and reasonable attorney's fees, are secured by a continuing assessment lien (with power of sale) upon the Lots (and the improvements thereon) against which the assessments are made. Any assessments which are not paid when due are considered delinquent. If an assessment is not paid within ten (10) days from the date upon which it became due, such assessments shall bear interest from the date upon which it became due at the rate of eighteen percent (18%) per annum; and the Association may bring an action at law against the Owner and any other person(s) personally obligated to pay the same or may foreclose the lien upon the property against which the assessment was made. Interest, costs and reasonable attorney's fees shall be added to the amount of any delinquent assessment.

## ARTICLE IX

### BOOKS AND RECORDS

Section 1. Financial Records; Inspection by Members. The Board of Directors shall cause to be kept and maintained current true and accurate of all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting principles. The books, records and papers of the Association shall be subject to inspection by any Member

during normal business hours. The Declaration and Bylaws shall be available for inspection at the principal office of the Association, and copies thereof shall be made available to Members of the Association for a reasonable charge.

Section 2. Current Mortgage Register. It shall be the duty of each Owner to furnish to the Secretary of the Association, within ten (10) days after the acquisition of a Lot or Lots in the Addition, with the name and mailing address of any Mortgagee holding a first mortgage upon such Owner's Lot or Lots. Upon any substitution or change in any such Mortgagee, it shall be the duty of each Owner to notify the Secretary, within ten (10) days thereafter, of the name and mailing address of such substituted first Mortgagee.

Section 3. Current Register of Owners. Among the duties of the Secretary is the maintenance of a current list of all Members and their current mailing addresses. It shall be the duty of each Owner (including Declarant) to give written notice to the Secretary of any transfer or change of ownership of any Lot in the Addition, within ten (10) days after same is made, including the correct name and mailing address of the new Owner thereof. Further, it shall be the duty of each Member to advise the Secretary in writing of any change in such Member's mailing address for receipt of notice from the Association.

#### ARTICLE X

##### AMENDMENT OF BYLAWS

Section 1. Procedure for Amendment. The power to amend or repeal these Bylaws, in whole or in part, is reserved exclusively to the Members of the Association. These Bylaws may be amended at any regular or special meeting of the Members by a majority vote (without regard to class) of the Members present, in person or by proxy, and entitled to vote at any such meeting at which a quorum is present. Any proposed amendment shall be incorporated in the notice of the meeting sent to the Members; and, upon the adoption of any amendment, written notice of such amendment shall be given to each of the Members (whether in attendance at or absent from such meeting) within fifteen (15) days after the adoption thereof. No such amendment shall be enforceable against any Member until such written notice shall have been given to such Member in the manner provided above.


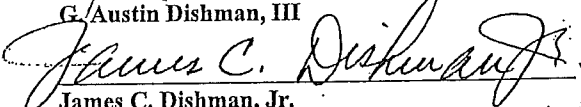
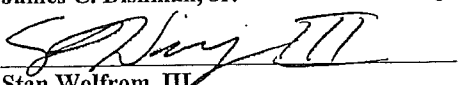
#### ARTICLE XI

##### CONFLICTS

Section 1. Conflict With Declaration. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control over any conflicting provision of these Bylaws.

ADOPTED by the initial Directors of the Association on the 28 day of September, 2000.

INITIAL BOARD OF  
DIRECTORS:

  
G. Austin Dishman, III  
  
James C. Dishman, Jr.  
  
Stan Wolfrom, III

May 1, 2004

DDW Development, Ltd.  
445 North Fourteenth Street  
Beaumont, Texas 77702-1806  
Attention: Sam C. Parigi, Jr.

Dear Mr. Parigi:

The undersigned hereby resigns as a member of the Architectural Control Committee of Walden-Meadows, Section One, an addition to the City of Beaumont, Jefferson County, Texas, according to the map or plat of said addition recorded in Volume 16, Page 291 of the Map Records of Jefferson County, Texas (the "Addition"), which Architectural Control Committee was created by the Declaration of Covenants, Conditions, and Restrictions of the Addition, dated August 25, 2000, and recorded under County Clerk's File Number 2000035337 in the Official Public Records of Real Property of Jefferson County, Texas.

Sincerely,



Stan Wolf from, III

**APPOINTMENT OF SUCCESSOR MEMBER TO THE  
ARCHITECTURAL CONTROL COMMITTEE OF  
WALDEN MEADOWS, SECTION ONE,  
an Addition to the City of Beaumont, Jefferson County, Texas**

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Walden Meadows, Section One, an addition to the City of Beaumont, Jefferson County, Texas, dated August 25, 2000, was recorded under County Clerk's File No. 2000035337 in the Official Public Records of Real Property of Jefferson County, Texas, hereinafter called the "Declaration"; and

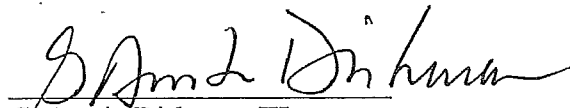
WHEREAS, under the provisions of Article VII of the Declaration an Architectural Control Committee, hereinafter called the "Committee", was appointed consisting of two (2) members, G. Austin Dishman, III ("Dishman"), and Stan Wolfrom, III ("Wolfrom"); and

WHEREAS, Wolfrom has resigned and is no longer serving on the Committee as evidenced by the resignation of Wolfrom, a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference; and

WHEREAS, Dishman, as the sole remaining member of the Committee has the authority under the Declaration to appoint a successor member to the Committee to replace Wolfrom;

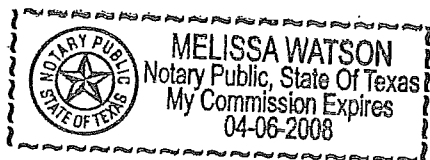
NOW, THEREFORE, Dishman hereby appoints Sam C. Parigi, Jr. as the successor member of the Committee to replace Wolfrom under the authority granted to Dishman under Section 3 of Article VII of the Declaration.

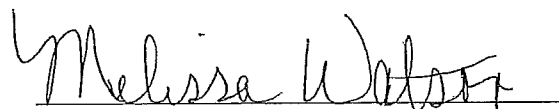
Executed this the 21 day of September, 2004.

  
G. Austin Dishman, III

STATE OF TEXAS                   §  
  §  
COUNTY OF JEFFERSON       §

This instrument was acknowledged before me on the 21 day of September, 2004, by G. Austin Dishman, III.



  
Notary Public, State of Texas





ESSEX  
INSURANCE  
COMPANY

## INSURANCE POLICY

**This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and this insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.**

In consideration of the payment of the Premium, in reliance upon the statements made to the Company by application and subject to the terms set forth herein, the Company designated on the Declarations page (A Capital Stock Company), herein called the Company, AGREES with the Insured:

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed proof of mailing will be sufficient proof of notice.

### B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

### E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.
3. Premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

### F. PREMIUMS, MINIMUM DEPOSIT AND AUDIT

All references in this policy to minimum and/or deposit premiums and premium audits is replaced by the following, as respects casualty:

Premium shown as advanced premium is both a deposit premium and a minimum premium for the policy term. At the close of each audit period we will compute earned premium for that period. If earned is more than advance premium then the amount by which it exceeds advance premium is due and payable on notice to you. If earned is less, advance premium applies as the minimum premium with no return payable to you.

If this policy is cancelled the pro rata or short rate of the minimum and deposit premium will apply for the policy term, subject to an absolute minimum earned premium of 25% of the total advance premium, unless final audit develops greater than said 25%. If your business is a seasonable business, however, the minimum premium then becomes fully earned at the end of your season.

### G. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

### NUCLEAR ENERGY LIABILITY EXCLUSION

#### 1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage."

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if

(1) The "nuclear material" (a) is at any "nuclear facility" owned by or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured;" or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

#### 2. As used in this endorsement

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor;"

(b) Any building, premises or property owned, leased, loaned or used by or on behalf of the insured where "hazardous properties," "nuclear material" or "radioactive material" is used, processed or stored or has been discharged or dispersed therefrom;

(c) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(d) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(e) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

## SERVICE OF SUIT

It is agreed that in the event of the failure of the Company to pay any amount due and owed hereunder, as per the terms and conditions of this policy, this Company, at the request of the Insured (or reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Company's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon:

The Company's President, or his nominee, at 4521 Highwoods Parkway, Glen Allen, VA 23060-6148 and that in any suit instituted against anyone of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon this Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any state, territory or district of the United States which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## PRIVACY NOTICE

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms; and/or
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from a consumer reporting agency; and/or
- Information we receive from Inspection reports.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

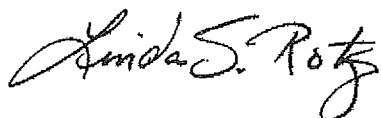
We may disclose nonpublic personal information about you to the following types of third parties:

- Financial service providers, such as insurance agents and/or brokers.

We may also disclose nonpublic personal information about you to non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President

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ESSEX INSURANCE COMPANY

COMMERCIAL LIABILITY DECLARATIONS

Renewal of Number: CL 420604683

Policy Number: CL 420604995

Item 1. Named Insured: WALDEN MEADOWS HOMEOWNERS ASSOCIATION

Mailing Address:
Address Line 1: 445 N 14TH STREET
Address Line 2:
City: BEAUMONT
State: TX Zip Code: 77707 Country: USA

Item 2. Policy Period FROM: 09/05/2011 TO: 09/05/2012 Term: 366 DAYS
12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

Item 3. Retroactive Date:

Item 4. Business Description: HOMEOWNERS ASSOCIATION

Item 5. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment. NO FLAT CANCELLATIONS ALLOWED

Table with 3 columns: Coverage Part(s), Form No. And Edition Date, Premium. Rows include Commercial General Liability Coverage Part, Professional Liability Coverage Part, POLICY FEE, STATE TAX (4.85%), STAMP FEE (.0006), and TOTAL: \$ 948.38

Item 6. Forms and endorsements applicable to all Coverage Parts:
See MSU-FORMSCHED (10-05) SCHEDULE OF FORMS AND ENDORSEMENTS

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Agents Name: INDEPENDENT SURPLUS UNDERWRITERS, INC.
Agents Mailing Address:
Address Line 1: P.O. BOX 7545
Address Line 2:
BEAUMONT
State: TX Zip Code: 77726-7545
Agent Number:
Countersigned: BEAUMONT, TEXAS By: [Signature]
DATE 09/02/2011 YL AUTHORIZED REPRESENTATIVE

THIS COMMERCIAL LIABILITY DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.



ESSEX INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

These Supplemental Declarations form a part of policy number CL 420604995

LIMITS OF INSURANCE

Table with 2 columns: Description of Limit and Amount. Includes General Aggregate Limit (\$2,000,000), Products/Completed Operations Aggregate Limit (\$REFER TO M/E-172), Personal and Advertising Injury Limit (\$1,000,000), Each Occurrence Limit (\$1,000,000), Damage to Rented Premises (\$100,000 Each Occurrence), and Medical Expense Limit (\$5,000 Any One Person).

BUSINESS DESCRIPTION AND LOCATION OF PREMISES COVERED BY THIS POLICY

Form of business:

[X] Individual [ ] Joint Venture [ ] Partnership [ ] Organization (other than Partnership or Joint Venture)

Loc. # Location of all premises you own, rent or occupy:

1 CORNER OF CHAMPIONS DRIVE & WALDEN ROAD BEAUMONT - (JEFFERSON CO.) TX 77707

Address City State Zip Code

PREMIUM

Table with 7 columns: Description of Hazards/Insured Classification(s), Code No., \*Premium Basis, PR/Co, Rate All Other, Advance Premium Pr/Co, and All Other. Row 1: HOMEOWNERS ASSOCIATION - INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS, 41670, U) 58, INCL., 13.000, \$ INCL., \$ 754.00

\*(a) Area, (c) Total Cost, (m) Admission, (p) Payroll, (s) Gross Sales, (u) Units, (o) Other

TOTAL ADVANCE PREMIUM \$ 754.00

FORMS AND ENDORSEMENTS (other than applicable forms and endorsements shown elsewhere in the policy)

Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:

See MSU-FORMSCHED (10-05) SCHEDULE OF FORMS AND ENDORSEMENTS

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMERCIAL LIABILITY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.

WALDEN ONE OWNERS' ASSOCIATION  
PROPOSED BUDGET - YEAR 2012

Rental Income		\$ 9,048.00
58 Lots @ \$13.00/ Lot x 12 Months		
Contract Services		(5,100.00)
\$425.00/ Month x 12 (39 Trips)		
Insurance General Liability		(1,600.00)
Legal & Accounting (Tax Return)		(300.00)
Management Fee		(600.00)
50.00/ Month x 12 Months		
Repairs & Maintenance		(600.00)
Fence Repairs		
Supplies		(300.00)
Fence Supplies		
Real Estate Taxes - Common Area		(100.00)
Utilities		(300.00)
Electricity	(\$120.00)	
Water	(\$180.00)	
	<b>Excess</b>	<u><u>\$ 148.00</u></u>