

AMENDED  
RESTRICTIONS, COVENANTS AND CONDITIONS  
TRACTS 7-A & 7-B  
REPLAT OF PART OF PIRATES COVE NO. 1  
PIRATES COVE NO. 1  
PIRATES COVE NO. 2

THE STATE OF TEXAS   )  
COUNTY OF ORANGE    )

WHEREAS, DAVID BREWER AND wife, DEANNA BREWER (Declarants) are owners of certain tracts of parcels of land lying and situated in Orange County, Texas, and more fully described in Exhibit "A", A-1, A-2, & A-3, attached hereto and incorporated herein by this reference; and (Declarants),

WHEREAS, said DAVID BREWER AND DEANNA BREWER has caused the above described properties to be subdivided and platted into an Additions to the City of Vidor, Orange County, Texas, to be known and designated as PIRATES COVE NO. 1, Tracts 7-A and 7-B (Replat of part of Pirates Cove No. 1) and PIRATES COVE NO. 2, as shown and reflected upon the plats of PIRATES COVE NO. 1 and PIRATES COVE NO. 2, (consisting of Lots 1 through 3, 5 through 9, 15 through 16, and 19 through 25), prepared by Soutex Surveyors, Inc., Port Arthur, Texas, herein after referred to as the "Additions".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that DAVID BREWER and wife DEANNA BREWER, of Orange, County, Texas, do hereby and herewith adopt the basic restrictions, conditions and limitations shown thereon.

AND WHEREAS, Declarants desire to create within the Subdivision a planned community with residential and commercial communities, lots, open spaces, landscaping, private streets, common lighting, drives, and other common improvements for the benefit of the entire Subdivision and community;

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

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

AND WHEREAS, Declarants have caused or will cause a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth;

**AND WHEREAS**, Declarants do hereby agree that the Property is to be subdivided into numbered lots according to said plat and that all of the lots of the Property shall be held, sold and conveyed subject to the covenants, conditions, stipulations and restrictions hereinafter set forth.

-1-

All Lots and property therein shall be used for residential purposes only.

-2-

Buildings erected on all Lots in these Additions shall be single family dwellings. No structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one (1) detached single-family dwelling, not to exceed two (2) stories in height and a private garage for not more than three (3) cars, and such other outbuildings incidental to the residential use of such Lot and not inconsistent with other covenants herein, (4) brick on three sides of house, on slab, (5) brick surround on mailboxes.

-3-

No one-story or split level dwelling shall be permitted on any Lot or building plot therein, in which the living floor area of the main structure, including enclosed utility and storage rooms, but exclusive of open porches, carports and garages, shall be less than one thousand eight hundred (1800) square feet, nor shall the first floor of any two-story or story and one-half dwelling on any Lot or building plot have such living area of less than twelve hundred (1200) square feet, with a total of such living area of not less than one thousand eight hundred (1800) square feet.

-4-

Building setback lines: No building shall be located nearer to the front lot line than 25' or nearer to the side street line than 15' if on a corner lot. No building shall be located nearer to an interior lot line than 5'.

-5-

In no event shall any building be constructed in such a manner as to allow direct drainage from the roof or any part capable of collecting precipitation onto any property in the Additions (including but not limited to streets dedicated herein) other than the Lot on which said building is located.

-6-

No fence shall be erected, placed or altered on any Lot nearer to any street than the building setback line as stated above, except on corner Lots where fences shall be permitted to follow the property line on the side street line of said Lot from the rear thereof to the front setback line. No front yard fencing, walls or storage structures are permitted.

-7-

No livestock or poultry. No animals, livestock, or poultry of any kind shall be raised, bred on any lot, except that dogs, cats, or other household pets may be kept but not bred, not



exceeding two in number, provided that they are not kept, bred, or maintained for any commercial purpose on any residential lot. All pets are to be kept in back yards or in homes except while playing with or walking such animals in your yard or on the street. Pets will not be allowed to run loose in the neighborhood. No wild or exotic animals or any kind, even if raised or trained as a household pet, shall be allowed on any lot at any time.

-8-

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary condition. Trash, garbage or other waste shall be kept screened by adequate planting or fencing so as to conceal them from the public view.

-9-

No sewage treatment system shall be permitted on any Lot.

-10-

No signs of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder, developer or lender to advertise the property during the construction and sales period.

-11-

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot; no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

-12-

No noxious or offensive activity shall be carried on upon any Lots nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. Decent yard maintenance shall be maintained.

-13-

No trailer, tent, shack, garage, barn or other outbuilding erected in the Additions shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. During the construction and sales period of the initial dwelling units, the Builder may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to, business offices, storage areas, construction yards, signs, model units and sales offices.

-14-

No trucks (except for pickup trucks having a manufacturer's rated carrying capacity of one-half (1/2) ton or less) boats, trailers, camping trailers, mobile homes, recreational vehicles, or similar vehicles shall be parked, placed or stored upon any Lot in the Addition on a

permanent basis (as hereinafter defined) in such manner as to extend beyond the front setback line shown on the recorded Plat, or if upon a corner Lot, in such a manner as to extend beyond the side setback line as shown on the recorded Plat; nor shall any such trucks, boats trailer, camping trailers, mobile homes, recreational vehicles, or similar vehicles be parked, placed or stored in the street or streets abutting or adjoining any Lot in the Additions on a permanent basis (as hereinafter defined). A "Permanent basis", as that term is used above, shall mean any period or periods in excess of seventy-two (72) hours or any periods in excess of twelve (12) consecutive hours on any three (3) consecutive days.

-15-

No existing or used dwellings shall be moved and placed on any of the above mentioned Lots from another location, and all dwellings must be new construction.

-16-

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Final Plats of Exhibits A, A-1, A-2 and A-3, filed herewith. No building of a permanent nature may be erected over and above said easements, and no structure, plant, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

-17-

Each owner of a Lot in the Additions shall, at his sole cost and expense, perform such repairs and maintenance as shall be required to keep his residence in a condition comparable to the condition of such residence at the time of its initial construction excepting ordinary wear and tear.

-18-

If all or any portion of a residence is damaged or destroyed, it shall be the duty of the Owner thereof with all due diligence to, rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to such casualty. Reconstruction will be undertaken within three (3) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

-19-

On-Street Parking. No automobiles, trucks, vans, trailers, campers or similar vehicles shall be allowed to be parked in the street or streets for a period exceeding twenty-four (24) hours.

-20-

Within twelve (12) months from date of transfer of title from the developer to the third-party purchaser who is not a commercial builder, construction of dwelling, structure or improvement shall be commenced. Upon commencement of such dwelling, structure or improvement on any lot, such construction shall be completed within two hundred forty (240) days after the



beginning of such construction and no partially completed dwelling, structure or improvement of any type shall be permitted to remain on any lot beyond said period of time.

-21-

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty one (21) years after the date hereof, at which time said covenants shall be automatically extended for successive period of ten (10) years each unless by a vote of a majority of the then owners of the Lots or building plots it is agreed to change the said covenants in whole or in part.

-22-

If any owner violates or attempts to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in Exhibits A, A-1, A-2 and A-3, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages for such violations, provided, however, that proceedings at law or in equity to prevent violations hereof or damages for a violation hereof shall be begun within one (1) year from the date such violation was first committed and not thereafter.

### **Definitions**

In interpreting the protective covenants the following definitions will apply:

- (a) "Owner" shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Addition, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (b) "Addition" shall mean and refer to the subdivided real property hereinabove described.
- (c) "Lot" shall mean and refer to any plot of land shown upon the recorded Plat of the Addition with the exception of the public street easements reflected and designated as such upon the Plat of the Addition.
- (d) Association shall mean and refer to Pirates Cove, Property Owners Association, Inc., its successors and assigns.
- (e) Declarants shall mean and refer to David and Deanna Brewer, their successors and assigns.
- (f) "Architectural Control Guidelines" shall mean the guidelines, rules and specifications established and set forth from time to time by the Architectural Control Committee defining requirements for construction, maintenance, alterations and repairs of any and all structures and improvements within the Property and setting forth all other applicable rules and regulations pertaining to any matter over which the Architectural Control Committee has been granted control under this Declaration. The Architectural Control Guidelines may be prepared and filed of record at any time by the Architectural Control Committee and may be amended and restated from time to time as determined in the discretion of the Architectural Control Committee.

## **ARTICLE I**

**Assignment and Transfer of Reservations.** It is further reserved unto the Declarants, the exclusive right to transfer unto the Association or to any other person or company, by deed or other legal means, the Common Area, and the reservations as designated unto Declarants.

The Property and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used as follows:

**Residential Purposes.** Unless specifically designated on the Plat for commercial use, each Lot (including land and improvements) shall be used and occupied for single family residential purposes only and no Owner or other Occupant shall use or occupy such Owner's Lot, or permit the same or any part, thereof to be used or occupied, for any purpose other than as a private family residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitations, the use of any Lot for a duplex apartment, garage apartment, or other apartment use; provided, however, if the design and specifications thereof are approved by the Architectural Control Committee, and Owner may construct a second residence on a Lot for private use as an apartment by a member of the Owner's family or by a domestic servant employed by the Owner.

**Replattng.** No Lot shall be replotted or re-subdivided; provided, however, that Declarants shall have and reserve the right, at any time, or from time to time, upon compliance with applicable law, to file a replat of the Plat to effect a re-subdivision or reconfiguration of any Lots then owned by Declarants. Owners shall not unreasonably withhold or delay any necessary joinder in or consent to the replat or amendments to the Plat. The privilege to replat Lots owned by the Declarants reserved in this section shall be exercisable only by Declarants.

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

**Construction Requirements.** The building plans and exterior design, color and appearance of all dwellings and all other structures and improvements of any kind must be approved by the Architectural Control Committee prior to the start of construction. The exterior surface of all residential dwellings and all other structures and improvements of any kind shall be constructed of materials and shall be of an appearance and color approved by the Architectural Control Committee. The Architectural Control Committee will only approve building materials which are of a high grade and quality and which are consistent with the external design, color and appearance of other improvements within the subdivision. The roof pitch of any structure must be approved in writing by the Architectural Control Committee. Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee.



**Landscaping.** All Lots shall be landscaped in accordance with the landscaping requirements established by the Architectural Control Committee. Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the written approval of the Architectural Control Committee. Weather permitting, each Lot shall be fully landscaped within the time required by the Architectural Control Committee. Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition and in accordance with the requirements established from time to time by the Architectural Control Committee.

**Signs.** No signs or flags shall be displayed, except for professional real estate signs by a Realtor, to the public view on any Lot without the prior written approval of the Architectural Control Committee. No "for rent" and no "for sale" signs shall be permitted and no such signs shall be displayed to the public view of any Lot. With the prior written approval of the Architectural Control Committee, a sign or signs identifying the owner, builder and any architect or designer may be displayed during construction, but no other signs will be allowed. Further, no fountains or other yard decorations shall be constructed, installed or placed on any Lot, nor shall any flags, banners or pennants be displayed on any Lot, without the prior written approval of the Architectural Control Committee.

**Renting and Timesharing.** No Lot or residence or other improvement constructed thereon shall be rented to any third party except for rentals made on an Owner's behalf by a professional real estate company who has been approved by the Architectural Control Committee. No Lot or residence or other improvement constructed thereon shall be subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot or residence constructed thereon rotates among members of a program on a fixed or floating time schedule.

**Duty of Maintenance.**

(a) Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, and vacant land, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing on a regular basis;
- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas;
- (v) Keeping exterior lighting and maintenance facilities in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (vii) Keeping parking areas, driveways, curbs and roads in good repair;

- (viii) Complying with all government health and police requirements and all requirements of the Association and the Architectural Control Committee;
- (ix) Repair of exterior damages to improvements;
- (x) Cleaning of landscaped areas lying between street curbs and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities or the Association; and
- (xi) Repainting of improvements.

(b) If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.

(c) Notwithstanding the provisions above, if, at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto the Lot of such Owner for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum up to three (3) times the cost of the Association for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Lot exceed six inches (6") in height, the Association shall have the right and authority to mow and clean the Lot, as aforesaid.

(d) The Owners and occupants (including lessees) of any Lots on which work is performed pursuant to this Section shall, jointly and severally, be liable for the cost of such work [such costs constituting a special individual assessment] and shall promptly reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons, jointly and severally, and shall constitute a lien against that portion of the Property on which said work was performed. Such lien shall have the same attributes as the lien for Assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

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



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

## **ARTICLE II "ASSOCIATION"**

**Property Owners Association.** Declarants will organize or cause to be organized an association which will be organized for the purposes hereinafter mentioned, and such Association shall be called "**PIRATES COVE I, PIRATES COVE II, PIRATES COVE REPLATS PROPERTY OWNERS ASSOCIATION**". The Association shall have the right and obligation to maintain the Common Area and Common Properties once Declarants turn over and assign such right and obligations to the Association. The Association shall administer the maintenance fund hereinafter provided within these restrictions. The Association shall administer the maintenance fund hereinafter provided within these restrictions. The Association shall have all of the powers and authority set forth in its Articles of Incorporation and Bylaws, together with the general powers of a nonprofit corporation, and together with the powers and authority set forth in this Declaration, and shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by applicable law.

**Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association. Except as provided in "Limitation on Voting Rights of Members" below, each member shall have a vote for each Lot owned by each such Member. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot.

**Suspension of Voting Rights.** The Association may suspend the voting rights of any Owner for any period during which any assessment against that owner's Lot remains unpaid.

**Limitation on Voting Rights of Members.** Notwithstanding the provisions of "Membership", no Member and no owner of any Lot shall be entitled to exercise any voting rights with respect to the Association until Declarants transfer and assign control of the Subdivision and the Association to the Board of Directors of the Association by written instrument executed by Declarants and filed for record in the Office of the County Clerk of Orange County, Texas. Until such time, Declarants shall retain all voting rights with respect to the Association and Declarants shall be in sole control of the Association and of the Association's Board of Directors and each owner of a Lot hereby irrevocably appoints and designates Declarants as its sole agents to exercise all voting rights on behalf of the owner with respect to the owner's membership interest in the Association. Declarants agree that they will relinquish their control and transfer and assign control of the Subdivision and the Association to the Board of Directors and its members not later than 45 days after Declarants have sold all of the Lots within the Subdivision (including any additional lots that are added to and become subject to this Declaration).



**ARTICLE III  
COVENANTS AND MAINTENANCE ASSESSMENTS**

**Creation of the Lien and Personal Obligation of Assessments.** Each purchaser and Owner of any Lot, by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay to the Association (or to an entity or collection agency designate by the Association): (1) annual maintenance assessments or charges (as specified in "Annual Maintenance Assessments" hereof), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) individual special assessments levied against one or more Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts or omissions of such Owner or Owners, his Tenants (if applicable), and their respective family, agents, guests and invitees, and not caused by ordinary wear and tear, all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this section (hereinafter, the "Assessment" or the "Assessments") together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which any such Assessment is made. Each such Assessment, together with interest thereon, attorney's fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the Assessment fell due. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot.

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



**Improvement and Maintenance of the Common Area and Common Properties**

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

**Annual Maintenance Assessments.** Each Lot and property owner shall be subject to an annual maintenance assessment to provide and pay for any of the purposes set forth in "Purpose of Assessments" above (herein sometimes referred to as the "Annual Maintenance Assessment"). The General Maintenance Assessment shall be allocated among all lot owners based upon the numbers of lots owned. Further, the following provisions shall apply for the Annual Assessment:

(a) Commencing with the year beginning January 1, 2016, and each year thereafter, each Member shall pay to the Association an annual maintenance assessment in the sum of \$350.00 per year, per lot, or some other amount which may be set by the Board of Directors, at its annual meeting next preceding such January 1, 2016, and each successive January 1 thereafter, except that the meeting set forth the first year's assessment may take place at any time during 2016.

(b) Subject to the provisions of "Date of Commencement of Assessments: Due Dates: No Offsets" below, the rate of annual maintenance assessments may be increased by the Board. The Board may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year.

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

(d) When the annual maintenance assessment is computed for Lots, all or a portion of such annual maintenance assessment shall be payable to the Association by the Member according to the status of the Lot owned by such Member as follows:



- (i) As to Lot owned by any person or company other than Declarants, the full annual maintenance assessment shall be payable.
- (ii) As to a Lot owned by Declarants, one percent (1%) of the annual maintenance assessment shall be payable.

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

(f) The annual maintenance assessments shall include reasonable amounts, as determined by the Members or by the Board, collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Area and Common Properties. Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance assessments.

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



person or entity who acquires a Lot for purposes of construction thereon a residence for sale for a profit and who is in the home construction business.

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

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

(b) Written notice of all assessments shall be delivered or mailed to every Owner subject thereto. Such notice shall be sent to each Owner at the last address provided by each Owner, in writing, to the Association.

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

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

**Non-Payment of Assessment.**

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

(b) The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest there on as provided hereof and the cost of collection thereof, including reasonable attorneys' fees, become a continuing lien and charge on the Lot of the non-paying Owner, which shall bind such Lot, and the Owner, his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to and other liens and charges against the Lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. The Board shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. Such power shall be

entirely discretionary with the Board. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his lot.

To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Orange County, Texas.

(c) Remedies: The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment:

- (i) the interest provided in this Section,
- (ii) the costs of preparing and filing the complaint  
In such action,
- (iii) the reasonable attorney's fees incurred in  
connection with such action, and
- (iv) any other costs or collection;

and in the event a judgement is obtained, such judgement shall include interest on the Assessment as provided in this Section and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

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

(i) This Declaration 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 Declarants, their successors and assigns, make full payment of the assessments hereby secured as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect.

(ii) In the event, however, of default in the payment of any assessment hereby secured, in accordance with the terms of this Declaration, it shall thereupon, or at any time thereafter, be the duty of the Declarants or their successors 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.

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

(iv) It is agreed that in the event foreclosure should be commenced by Declarants, 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 judgement in said suit, dismiss the same and sell the Lot against which the assessment is then owing in accordance with the provisions of this Section.

(v) In case of the absence, resignation, death, inability, failure or refusal of the Declarants or of any substitute appointed hereunder to act, 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, 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. The right to appoint a successor substitute shall exist as often and whenever from any of said causes, any original or substitute, cannot or will not act, resigns, or has been removed without cause.

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

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

(viii) It is especially agreed that in the event of a foreclosure under the powers granted herein, the person in possession of the Lot sold shall thereupon become a tenant at will of the purchaser or purchasers at the foreclosure sale. Should such tenant then refuse to surrender possession of the Lot upon demand, the purchaser or purchasers shall be entitled to institute and maintain a statutory action for forcible detainer of said Lot in the justice of the peace court for the justice precinct in which the Lot is situated. The bringing of an action for forcible detainer shall not preclude 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.

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

**Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charges and liens created in "Annual Maintenance Assessments" hereof:

(a) All properties dedicated and accepted by the local public authority and Devoted to public use, and

(b) All Common Properties.



**ARTICLE IV**  
**ARCHITECTURAL REVIEW COMMITTEE**

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

**Appointment of Committee.** The Committee shall be composed of at least three (3) members. The initial members of the Committee shall be appointed by Declarants. The Declarants shall have the right, in its sole discretion, to remove any existing member of the Committee and to increase the number of members of the Committee and to appoint such additional member(s) as may be required to fill the vacancy or vacancies resulting from the increase in the number of the members thereof, such action to be taken and effected by Declarants (or its successors) executing a written instrument reflecting such action and filing it for record in the office of the County Clerk of Orange County, Texas. Upon the failure to appoint an Architectural Control Committee, the Board of Directors of the Association shall serve as the Architectural Control Committee. Persons serving on the Committee shall not be entitled to compensation for services performed on the Committee; provided, however, the Board of Directors may approve and authorize the payment of reasonable compensation for service on the Committee by any architect, engineer, attorney or other licensed professional. In addition, the Committee, with the approval of the Board of Directors, may employ one or more architects, engineers, attorneys, or other consultants to assist the committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

**Regulation.** The Architectural Control Committee shall regulate the external design, appearance and location of the Property and of improvements thereon in such a manner as (a) to comply with the terms and restrictions set forth in this Declaration, (b) to promote those qualities in the environment which bring value to the Property, and (c) to foster the



attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation and topography.

**Failure to Respond.** In the event that the Architectural Control Committee fails to respond in writing to an application within thirty (30) days after the plans and specifications in writing have been submitted to the secretary, in accordance with adopted procedures, approval will be deemed granted.

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

**Vacancies.** In the event of the death or resignation of any member of the Committee, the Declarant may appoint a successor to the Committee. If all of the members of the Committee die, resign or refuse or are unable to serve, then the Declarants (or its successors) shall have the authority to appoint successor members of the Committee.

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

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



**ARTICLE V  
GENERAL POWERS AND DUTIES  
OF BOARD OF DIRECTORS OF THE ASSOCIATION**

**Powers and Duties.** The affairs of the Association shall be conducted by its Board of Directors. Prior to the incorporation of the Association, the Declarants shall act as the Directors and operate in the capacity as the Architectural Control Committee to which all such correspondence is to be sent by mail to the following address: 1055 N. Main, Vidor, Texas 77662. From and after the effective date of the Association's incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association, subject, however, to the provisions of "Limitation on Voting Rights of Members" hereof. The Board, for the benefit of the Property, the Common Properties and the Owners, shall provide, and pay for, out of the fund(s) collected by the Association pursuant to Article V above, the following:

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

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

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

(d) The Association shall have the right to control access to and prevent persons from coming onto the Property. Nothing contained herein shall be construed so as to hold Declarants or the Association, or any of their employees or agents, responsible for the prevention, nor liable for any loss or losses due to theft, burglary, or damage, or any injury to persons or property caused by persons gaining access to the subdivision. NEITHER THE ASSOCIATION, THE DECLARANTS, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE SUBDIVISION AND NEITHER THE ASSOCIATION, THE DECLARANTS, NOR ANY SUCCESSOR DECLARANT NOR ANY OF THEIR RESPECTIVE PARTNERS, OWNERS, EMPLOYEES, AGENTS, MEMBERS OR OFFICERS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND RESIDENTS OF ANY LOT, TENANTS,

GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE ARCHITECTURAL CONTROL COMMITTEE DO NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO ANY SECURITY SYSTEM, FIRE PROTECTION SYSTEM, OR BURGLAR ALARM SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO ARCHITECTURAL STANDARDS, BULLETINS AND DESIGN GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ARCHITECTURAL CONTROL COMMITTEE. EACH OWNER AND RESIDENT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL CONTROL COMMITTEE, THE DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND RESIDENT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, THE ARCHITECTURAL CONTROL COMMITTEE, THE DECLARANTS, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, RESIDENT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO SECURITY SYSTEM OR ANY FIRE AND/OR BURGLAR ALARM SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

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

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

(g) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(h) Such Fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

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



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

(k) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on one or more Lots with respect to: (i) taxes on the Common Properties and (ii) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned in this Declaration.

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

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

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

(o) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Property, by a majority of the Members in the portions affected.

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

(q) Pursuant to Article III herein, to adjust the amount, collect, and use any insurance proceeds to repair damaged or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

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

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

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

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

**Liability Limitations.** No Member, officer of the Association or member of the Board of Directors shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor any of their respective partners, directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same.

The Common Properties may be subject to storm water overflow, natural bank erosion and other natural or man-made events or occurrences to extents which cannot be defined or controlled. Under no circumstances shall Declarant nor the Association nor any of their respective partners, members, employees, officers, directors, or agents ever be held liable for any damages or injuries of any kind or character or nature whatsoever resulting from: (i) the occurrence of any natural phenomena; (ii) the failure or defect of any structure or structures situated on or within the Common Properties; and (iii) any act, conduct, omission or behavior of any individual, group of individuals, entity or enterprise occurring on, within or related to the Common Properties.

**Reserve Funds.** The Board may establish reserve funds, for such purposes as may be determined by the Board, which may be maintained and accounted for separately from other funds maintained for annual operating expenses. Expenditures from any such fund will be made at the direction of the Board. The reserve fund provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the subdivision, and maintaining the subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors. Capital expenditures from this fund may include by way of example, but not limited to, private street and street light repair, drainage improvements and improvements to bodies of water or other repair of major damage to the Common Properties not covered by insurance.

## **ARTICLE VI INSURANCE; REPAIR AND RESTORATION**

**Right to Purchase Insurance.** The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:



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

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

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

(d) Officers and directors liability insurance.

**Insurance Proceeds.** Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or person, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

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

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

**Destruction of Improvements on Individual Lots.** In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause each Owner covenants and agrees to clear and remove any and all debris resulting from such damage within two (2) months after the date that the damage occurs and to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year after the date that the damage occurs. (Subject to clearance from insurers and government agencies.)

## ARTICLE VII USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows:

**Restricted Actions by Owners.** No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or

which will result the cancellation of or increasing of any insurance carried by the Association. No waste shall be committed in or on the Common Properties.

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

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

## **ARTICLE VIII ADDITIONS TO PROPERTY SUBJECT TO THIS DECLARATION**

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

(a) The Declarants may add or annex additional real property (including residential and commercial property) to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions ("Supplemental Declaration") which shall extend the scheme of the Covenants and Restrictions of the Declaration to such property.

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

(c) The Declarant shall have the right and option, without the joinder, approval or consent of any person(s) or entity(ies), to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or part) within one mile of any real property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme.

## **ARTICLE IX GENERAL PROVISIONS**

**Enforcement.** The Association, the Declarants, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the right of the Association to recover reasonable attorney's fees in connection with the enforcement hereof. Failure by the Association, by the Declarants or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.



The Association, the Declarants or the Owner seeking to enforce these Restrictions shall first notify the Owner, in writing, of the violation of this Declaration, which has occurred and provide said Owner a reasonable opportunity to remove or correct such violation. If, after being provided adequate notice and a reasonable time to cure the violation, the Owner shall fail or refuse to do so, the Association, the Declarants or the Owner seeking to enforce these Restrictions may proceed with appropriate legal action. If the violation is cured voluntarily or mandatorily after the Association, the Declarants or the Owner seeking to enforce these Restrictions has incurred any reasonable expenses for attorney's fees or other costs of pursuing the matter to completion, such fees or other costs of pursuing the matter to completion, such expenses as are reasonably related to the resolution of the dispute including but not limited to fees for consultation, counseling, inspection and correspondence, shall become a charge against the property to attach as a lien.

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

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

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

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

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

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

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

**Termination of and Responsibility of Declarants.** If Declarants shall convey all of its right, title and interest in and to the Properties and assign all its rights, benefits, and obligations as Declarants hereunder to any partnership or partnerships, individual or individuals, corporation or corporations, limited liability company or limited liability

companies, or other entity or entities, then and in such event Declarants shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarants.

**Joinder of Lienholder.** First Financial Bank, being the holder of a lien on the Property, joins with Declarants in the execution of this Declaration for the purposes of: (a) consenting to and adopting the Plat of the Subdivision, (b) consenting to the grant or dedication by Declarants of all streets and utility and other easements shown and reflected on the Plat, together with all other easements granted or reserved by Declarants 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 Declarants on the Subdivision 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 Declarants, if any, nor does Lienholder make any warranties, representations, or guaranties, whether express or implied, by execution of this Declaration.

EXECUTED this the 22 day of July, 2015, A.D.

BY [Signature] David Brewer BY [Signature] Deanna Brewer

THE STATE OF TEXAS:  
COUNTY OF Orange

BEFORE ME, the undersigned authority, on this day personally appeared DAVID BREWER & DEANNA BREWER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of July, 2015 A.D.

[Signature]  
Notary Public in and for

Orange County, Texas.

MY COMMISSION EXPIRES: June 16, 2018



SOUTEX SURVEYORS & ENGINEERS  
3737 Doctors Drive Port Arthur, Texas 77642  
Telephone (409) 983.2004



**EXHIBIT A-1  
TRACT I  
LOTS 1-3, 5-9  
1.979 ACRES OF LAND  
OUT OF THE  
T.H. BREECE LEAGUE, ABSTRACT NO. 3,  
CITY OF VIDOR,  
ORANGE COUNTY, TEXAS**

**BEING** 1.979 acres of land out of and a part of the T.H. Breece League, Abstract No. 3, City of Vidor, Orange County, Texas; being part of a (Called 2.67) acre tract of land conveyed to David Brewer, recorded in File No. 364849, Official Public Records, Orange County, Texas, part of a (Called 1.386) acre tract of land conveyed to David Brewer and Deanna Brewer, recorded in File No. 364742, Official Public Records, Orange County, Texas, and part of a (Called 0.5720) acre tract of land conveyed to David Brewer and Deanna Brewer, recorded as Abandonment Of A Portion Of Filmore Street Right Of Way in Volume 11, Page, 90, Map Records, Orange County, Texas; said 1.979 acre tract being more fully described by metes and bounds as follows, to wit:

**COMMENCING** at a ½" steel rod found on the intersection of the South right of way line of a dedicated public roadway named Texas Street and the East right of way line of a dedicated public roadway named Pine Street; said ½" steel rod being the Northwest corner of the (Called 2.67) acre tract and having a State Plane Coordinate of N: 10069965.28, E: 4290387.50;

**THENCE**, North 86 deg., 19 min., 44 sec., East, on the South right of way line of said Texas Street, a distance of 187.72' to a ½" steel rod set, capped, and marked "SOUTEX" for the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, North 86 deg., 19 min., 44 sec., East (Called South 88 deg., 30 min., 46 sec., East), continuing on the South right of way line of said Texas Street, a distance of 211.66' to a ½" steel rod found for the Northwest corner of a tract of land conveyed to Jeanine F. Naples, recorded in Volume 1025, Page 615, Official Public Records, Orange County, Texas; said ½" steel rod being the Northeast corner of the herein described tract;

**THENCE**, South 04 deg., 25 min., 06 sec., East (Called South 00 deg., 48 min., 21 sec., West), on the West line of said Naples tract, a distance of 162.40' (Called 162.32') to a ½" steel pipe found for the Northwest corner of the remainder of a (Called 2) acre tract of land conveyed to Larry D. Brewer, recorded in Volume 599, Page 94, Official Public Records, Orange County, Texas; said ½" steel rod being the Southwest corner of said Naples tract and an angle point on the East line of the herein described tract;

**THENCE**, South 86 deg., 58 min., 57 sec., West a distance of 206.23' to a ½" steel rod set, capped and marked "SOUTEX, for an interior corner of the herein described tract;

**THENCE**, South 23 deg., 02 min., 59 sec., East, a distance of 396.76' to a ½" steel rod set, capped, and marked "SOUTEX" on the North line of a tract of land conveyed to Gerald E. Collins and Wilma J. Connor, recorded in File No. 300207, Official Public Records, Orange County, Texas; said ½" steel rod being the most Southerly Southeast corner of the herein described tract; from which a ½" steel pipe found for the Northeast corner of said File No. 300207 bears North 86 deg., 01 min., 49 sec., East, a distance of 21.16';

**THENCE**, South 86 deg., 01 min., 49 sec., West (Called North 88 deg., 42 min., 28 sec., West), on the North line of said File No. 300207, a distance of 138.75' to a ½" steel pipe found on the East right of way line of said Pine Street; said ½" steel pipe being the Northwest corner of said File No. 300207 and the Southwest corner of the herein described tract; from which a ½" steel pipe found on the intersection of the North right of way line of a 50' wide dedicated public roadway named Louisiana Street and the East right of way line of said Pine Street having a State Plane Coordinate of N:10069294.25, E:4290670.77, bears South 22 deg., 18 min., 49 sec., East, a distance of 161.19';

**THENCE**, North 23 deg., 02 min., 59 sec., West (Called North 18 deg., 04 min., 46 sec., West), on the East right of way line of said Pine Street, a distance of 392.83' to a ½" steel rod set, capped, and marked "SOUTEX" for corner on a South line of a 50' wide drainage easement named Tiger Creek Lateral No. 4, recorded as Tract 1 in Volume 459, Page 948, Deed Records, Orange County, Texas;

**THENCE**, North 70 deg., 01 min., 39 sec., East on the south line of said Tiger Creek Lateral No. 4 a distance of 20.54' to a ½" steel rod set, capped, and marked "SOUTEX" for corner;

**THENCE**, North 86 deg., 58 min., 57 sec., East a distance of 112.24' to a ½" steel rod set, capped, and marked "SOUTEX" for corner;

**THENCE**, North 04 deg., 25 min., 06 sec., West a distance of 159.99' to the **POINT OF BEGINNING** and containing 1.979 acres of land, more or less.

**EXHIBIT A-2  
TRACT II  
LOTS 15 & 16  
0.5397 ACRE OF LAND  
OUT OF THE T.H. BREECE LEAGUE, ABSTRACT NO. 3,  
CITY OF VIDOR,  
ORANGE COUNTY, TEXAS**

**BEING** 0.5397 acre of land out of and a part of the T. H. Breece League, Abstract No. 3, City of Vidor, Orange County, Texas; being part of a (Called 1.386) acre tract of land conveyed to David Brewer and Deanna Brewer, recorded in File No. 364742, Official Public Records, Orange County, Texas; said 0.5397 acre tract being more fully described by metes and bounds as follows, to wit;

**COMMENCING** at a ½" steel rod found on the intersection of the South right of way line of a dedicated public roadway named Texas Street and the East right of way line of a dedicated public roadway named Pine Street; said ½" steel rod being the Northwest corner of a (Called 2.67) acre tract of land conveyed to David Brewer recorded in File No. 364849, Official Public Records, Orange County, Texas, having a State Plane Coordinate of N: 10069965.28, E: 4290387.50;



**THENCE**, South 23 deg., 02 min., 59 sec., East, on the East right of way line of said Pine Street, a distance of 567.17' to a ½" steel pipe found for the Northwest corner of a tract of land conveyed to Gerald E. Collins and Wilma J. Connor, recorded in File No. 300207, Official Public Records, Orange County, Texas; said ½" steel pipe having a State Plane Coordinate of N: 10069443.38, E: 4290609.57;

**THENCE**, North 86 deg., 01 min., 09 sec., East (Called South 88 deg., 42 min., 28 sec., West), on the North line of said File No. 300207, a distance of 159.91' (Called 159.89') to a ½" steel pipe found for the **POINT OF BEGINNING**; said ½" steel pipe being the Northeast corner of said File No. 300207 and Northwest corner of the herein described tract;

**THENCE**, North 86 deg., 01 min., 34 sec., East, a distance of 78.64' to a ¼" steel rod found for the Southwest corner of a tract of land conveyed to Calvin Richard & Melissa Richard, recorded as Tract One in Volume 1299, Page 235, Official Public Records, Orange County, Texas; said ¼" steel rod being an angle point on the North line of the herein described tract;

**THENCE**, North 86 deg., 00 min., 24 sec., East (Called South 88 deg., 51 min., 27 sec., East), on the South line of said Richard tract, a distance of 79.55' (Called 79.73') to a ½" steel rod found for the Northwest corner of a (Called 0.5360) acre tract of land conveyed to David Brewer and Deanna Brewer, recorded in File No. 370642, Official Public Records, Orange County, Texas; said ½" steel rod being the Northeast corner of the herein described tract;

**THENCE**, South 18 deg., 41 min., 38 sec., East (Called South 13 deg., 35 min., 57 sec., East), on the West line of the (Called 0.5360) acre tract, a distance of 155.09' (Called 155.07') to a ½" steel pipe found for the Southwest corner of the (Called 0.5360) acre tract on the North right of way line of a 50' wide dedicated unimproved public roadway named Louisiana Street; said ½" steel pipe being the Southeast corner of the herein described tract;

**THENCE**, South 85 deg., 25 min., 17 sec., West (Called North 89 deg., 30 min., 35 sec., West) on the North right of way line of said Louisiana Street, a distance of 153.23' (Called 153.22') to a ½" steel pipe found for the Southeast corner of said File No. 300207; said ½" steel pipe being the Southwest corner of the herein described tract;

**THENCE**, North 20 deg., 17 min., 35 sec., West (Called North 15 deg., 10 min., 40 sec., West), on the East line of said File No. 300207, a distance of 157.95' to the **POINT OF BEGINNING** and containing 0.5397 acre of land, more or less.

**Note:** Coordinates, bearings, and distances are based on the State Plane Coordinate Grid System, Texas Central Zone, NAD 83, having a convergence angle of 03 deg., 15 min., 01 sec., and a combined scale factor of 0.999998.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on April 29 2011.

**EXHIBIT A-3  
TRACTS 7-A AND 7-B  
0.7097 ACRE OF LAND  
OUT OF PIRATES COVE NO. 1,  
CITY OF VIDOR,  
ORANGE COUNTY, TEXAS**

**BEING** 0.7097 acre of land, replat of all of Lots 7, 8 and 9, Pirates Cove No. 1, City of Vidor, recorded in Volume 12, Page 2, Orange County, Texas; said 0.7097 acre tract being more fully described by metes and bounds as follows, to wit:

**BEGINNING** at a ½" steel pipe found for the Southwest corner of Lot 9, Pirates Cove No. 1 on the East right of way line of a dedicated road named Pine Street; said ½" steel pipe being the Northwest corner of a tract of land conveyed to Gerald E. Collins and Wilma J. Connor, recorded in File No. 300207, Official Public Records, Orange County, Texas; having a State Plane Coordinate of N: 10069443.38, E: 4290609.57;

**THENCE**, North 23 deg., 01 min., 56 sec., West (Called North 23 deg., 02 min., 59 sec., West), on the East right of way line of said Pine Street, a distance of 235.68' (Called 235.71') to a ½" steel rod, capped and marked "SOUTEX", found for a common corner of Lots 6 and 7, Pirates Cove No. 1; said ½" steel rod being the Northwest corner of the herein described tract;

**THENCE**, North 86 deg., 01 min., 29 sec., East (Called North 86 deg., 01 min., 49 sec., East), on the common line of said Lots 6 and 7, a distance of 138.67' (Called 138.75') to a ½" steel rod, capped and marked "SOUTEX", found for a common corner of said Lots 6 and 7 on the West line of a (Called 2.67) acre tract of land conveyed to David Brewer, recorded in File No. 364849, Official Public Records, Orange County, Texas; said ½" steel rod being the Northeast corner of the herein described tract;

**THENCE**, South 23 deg., 04 min., 47 sec., East (Called South 23 deg., 02 min., 59 sec., East), a distance of 235.79' (Called 235.68') to a ½" steel rod, capped and marked "SOUTEX", found for the Southwest corner of a (Called 1.386) acre tract of land conveyed to David Brewer and Deanna Brewer, recorded in File No. 364742, Official Public Records, Orange County, Texas on the North line of said Collins and Conner tract; said ½" steel rod being the Southeast corner of the herein described tract;

**THENCE**, North 86 deg., 02 min., 15 sec., East (Called North 86 deg., 01 min., 49 sec., East), on the North line of said Collins and Conner tract, same being the South line of said Lot 9, a distance of 138.89' (Called 138.75') to the **POINT OF BEGINNING** and containing 0.7097 acre of land, more or less.

**Note:** Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas Central Zone, NAD 83, (Epoch 2011) (US Survey Feet).

Scale Factor = 0.999999441, Convergence Angle = 03 deg., 15 min., 02 sec.

Reference Monument = NGS BLO256.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on April 7, 2015.