



BARRINGTON HEIGHTS

OWNERS ASSOCIATION

Declaration of Covenants, Conditions and Restrictions

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
BARRINGTON HEIGHTS, PHASE I
AN ADDITION TO THE CITY OF BEAUMONT,
JEFFERSON COUNTY

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made and executed on the date hereinafter set forth by Talisman Development, Inc. (the "Declarant"), a Texas Corporation.

WHEREAS, Declarant is the owner of a certain 9.2121 acre tract or parcel of land out of and part of the Hezekiah Williams Survey, Abstract Number 56, in Beaumont, Jefferson County, Texas, which 9.2121 acre tract of land (the "Land") is more fully and particularly described as follows:

Being a 9.2121 acre tract of land situated in the Hezekiah Williams Survey, Abstract No. 56, Jefferson County, Texas, and being out of a certain 680.66 acre tract called "Second Tract" as conveyed by Treadaway Land Company to Yount-Lee Oil Company, recorded in Volume 374, Page 113, Deed Records, Jefferson County, Texas, and being out of and part of that certain 25.000 acre tract of land as conveyed by Amoco Production Company to Talisman Development, Inc., recorded in Clerk's File No. 96-961175, Official Public Records of Real Property, Jefferson County, Texas, said 9.2121 acre tract of land being more particularly described as follows:

BEGINNING at Schaumburg & Polk concrete monument found for the most Northeast corner of the tract herein described, said monument also being the point of intersection of the West right-of-way line of Dowlen Road (based on a 100 feed right-of-way width) and the South line of a certain 5.74 acre tract of land as conveyed to YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont as recorded in Volume 1627, Page 471, Deed Records, Jefferson County, Texas;

THENCE SOUTH 01°23'48" EAST, along and with the West right-of-way line of Dowlen Road line of Dowlen Road, for a distance of 300.00 feet to a 5/8" iron rod set for corner;

THENCE SOUTH 88°36'07" WEST parallel with the South line of 5.00 acre tract as conveyed to the YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont, as recorded in Volume 2043, Page 312, Deed Records, Jefferson County, Texas, the South line of a certain 5.00 acre tract of land as conveyed to the YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont, as recorded in Volume 1865, Page 374, Deed Records, Jefferson County, Texas, the most South line of a certain 4.72 acre tract of land as conveyed to the YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont, as recorded in Volume 1863. Page 374, Deed Records, Jefferson County, Texas, and the South line of the said 5.74 acre tract conveyed to the YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont, for a distance of 1050.01 feet, to a 5/8" iron rod set for corner;

THENCE South 01°25'37" EAST, for a distance of 120.00 feet, to a 5/8" iron rod set for corner.

THENCE South 88°36'07" West, for a distance of 120.00 feet, to a 5/8" iron rod set for corner;

THENCE North 01°25'37" West, for a distance of 120.83 feet, to a 5/8" iron rod set for corner.

THENCE South 88°59'39" West, for a distance of 120.00 feet; to a 5/8" iron rod set for corner;

THENCE North 01°25'37" West, passing a found Drainage District No. 6 monument No. 1801 at a distance of 28.90 feet, said monument being the Southeast corner of a certain 300.00 acre tract called "Tract 1" as conveyed to Jefferson County Drainage District No. 6, as recorded in Film Code No. 104-01-0353, Official Public Records, Jefferson County, Texas; and continuing along and with the most Westerly East line of the said 300.0 acre tract, for a total distance of 298.35 feet, to a 5/8" iron rod set for corner, said corner being the most Southeast corner of a certain 5.00 acre tract as conveyed to the YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont, as recorded in Volume 2043, Page 312, Deed Records, Jefferson County, Texas;

THENCE North 88°36'07" East, along and with the South line of the said 5.00 acre tract, the South line of a certain 5.00 acre tract of land as conveyed to the YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont, as recorded in Volume 1865, Page 374, Deed Records, Jefferson County, Texas, the most South line of a certain 4.72 acre tract of land as conveyed to the YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont, as recorded in Volume 1863, Page 374, Deed Records, Jefferson County, Texas, and the South line of the said 5.74 acre tract conveyed to the YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont for a distance of 1290.17 feet to the POINT OF BEGINNING of containing 9.2121 Acres, more or less;

And

WHEREAS, Declarant has caused the Land to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and to be known as "BARRINGTON HEIGHTS, PHASE I an Addition to the City of Beaumont, Jefferson County, Texas" (the "Addition"), in accordance with the Final Plat of said Addition prepared by Mark W. Whiteley and Associates, Inc. and filed for record in the office of the County Clerk of Jefferson County, Texas, contemporaneously with the filing of this Declaration (the "Plat"); and

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

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

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the Lots in the Addition, and for the purpose of providing for the orderly development, use and enjoyment of the Lots in the Addition, Declarant hereby declares that all of the Land in the Addition shall be held, sold and conveyed subject to the easements, restrictions, covenants running with the Land and shall be binding upon all parties having any right, title or interest in the Land, or any part thereof, and upon such parties'

respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Barrington Heights Owners Association, Texas non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is part of the Addition, including contract sellers, but excluding (a) those holding title merely as a security for the performance of an obligation, or (b) those holding title to, or an interest in, the mineral estate only, with no title to, or interest in, the surface estate.

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

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

Section 5. "Declarant" shall mean and refer the Talisman Development, Inc., its successors and assigns. However, as used in this paragraph, the term "assigns" shall not be construed to mean, refer to or include any person or entity which shall acquire from Talisman Development, Inc. one (1) or more of the Lots in the Addition whether improved or unimproved, for occupancy or resale, unless Talisman Development, Inc., or its successor, expressly assigns to such assignee all of its rights and privileges as "Declarant" under this Declaration.

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

- (a) The platted Lots reflected on the recorded plat or plats of the Addition and the improvements located thereon; and
- (b) The street easements (inclusive of all concrete streets constructed therein) reflected on the recorded plat or plats of the Addition, and all water, sanitary sewer, storm sewer, electric, telephone, natural gas, cable television and other utility lines (and all appurtenances thereto) now or hereafter lying, installed and maintained in any street, utility or storm sewer easements reflected on the recorded plat or plats of the Addition or in any utility or storm sewer easements herewith or hereafter granted, conveyed or dedicated in, on or across any Lots in the Addition or the Common Area of the Addition.

Without limitation of the foregoing, the Common Area of the Addition includes:

- (1) The "Landscaping Area" along and adjacent to the most easterly boundary of the Addition (being the west right-of-way of Dowlen Road) shown and reflected on the Plat of the Addition, together with the sidewalks, perimeter fences and other improvements now or hereafter constructed thereon, any lighting or sprinkler system now or hereafter installed therein, and all plantings and landscaping now or hereafter planted and maintained therein;
- (2) The island or esplanade located within the Barrington Avenue right-of-way at its intersection with Dowlen Road, as shown and reflected on the Plat of the Addition, together with the Addition identification sign and other improvements now or hereafter constructed thereon, any lightning and sprinkler systems now or hereafter installed therein, and all plantings and other landscaping now or hereafter planted and maintained therein; and
- (3) The sixty foot by one hundred twenty foot (60' x 120') "Common Lot" shown and reflected on the Plat of the Addition, together with the mail kiosk, kiosk shelter and all other buildings and other improvements now or hereafter constructed thereon, any lighting and sprinkler systems now or hereafter installed therein, and all plantings and other landscaping now or hereafter planted and maintained therein.

Section 7. "Future Development Tract" shall mean and refer to all or any part of that certain 55.9027 acre tract or parcel of land out of and part of the Hezekiah Williams Survey, Abstract Number 56, in Beaumont, Jefferson County, Texas, which said 55.9027 acre tract is more fully and particularly described as follows to-wit:

BEING a 55.9027 Acre tract remaining out of and a part of all of that certain 65.148 acre tract of land, situated in the Hezekiah Williams Survey, Abstract No. 56, Jefferson County, Texas as being from Amoco Production to Talisman Development, Inc., as recorded ion Clerk's File #96-9611715 of the Official Public Records of Real Property, Jefferson County, Texas, save and except that certain 9.2124 acre tract subdivided as Barrington Heights Phase I, said 55.9027 acre tract of land being more particularly described as follows:

COMMENCING at Schaumburg & Polk concrete monument found for the most Northeast corner of the tract herein described, said monument also being the point of intersection of the West right-of-way line Dowlen Road (based on a 100 feet right-of-way width) and the South line of a certain 5.74 acre tract of land as conveyed to YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont, as recorded in Volume 1627, Page 471, Deed Records, Jefferson County, Texas;

THENCE South 01°23'48" East, along and with the West right-of-way line of Dowlen Road, for a distance of 300.00 feet, to a 5/8" iron rod found for corner;

THENCE South 88°36'07" West, parallel with the South line of a 5.00 acre tract as conveyed to the YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont, as recorded in Volume 2043, Page 312, Deed Records, Jefferson County, Texas, the South line of a certain 5.00 acre tract of land as conveyed to the YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont, as recorded in Volume 1865, Page 374, Deed Records, Jefferson County, Texas, the most South line of a certain 4.72 acre tract of land as conveyed to the YOUNG MEN'S CHRSTIAN ASSOCIATION of Beaumont, as recorded in the Volume 1863, Page 374, Deed Records,

Jefferson County, Texas, and the South line of the said 5.74 acre tract conveyed to the YOUNG MEN'S CHRISTIAN ASSOCIATION of Beaumont, and along and with the most Northerly line of the remainder of the Second Tract as conveyed to Yount Lee Oil Co., recorded in Volume 374, Page 133, Jefferson County, Deed Records, for a distance of 800.00 feet, to a 5/8" iron rod set for corner, said point being the POINT OF BEGINNING of the 55.9024 acre tract;

THENCE South 01°23'48" East, parallel with the West right-of-way of Dowlen Road, for a distance of 13.63.13 feet, to a 5/8" iron rod found for corner;

THENCE South 88°51'41", parallel with the North right-of-way line of the Proposed Delaware Street Extension (based on a 100 foot right-of-way width), for a distance of 550.00 feet to a 5/8" iron rod set for corner;

THENCE South 01°23'48" East, parallel with the West right-of-way line of Dowlen Road, for a distance of 500.00 feet to a 5/8" iron rod set for corner, said corner being in the North right-of-way line of the proposed Delaware Street Extension (based on a 100 feet right-of-way width) as conveyed to the City of Beaumont, recorded in Film Code No. 103-961-566, Official Public Records, Jefferson County, Texas;

THENCE South 88°51'41" West, along and with the North right-of-way line of said proposed Delaware Street Extension for a distance of 909.48 feet, to a 5/8" iron rod set for corner; said corner being the Southwest corner of the tract herein described;

THENCE North 01°23'48" West, parallel with the West right-of-way line of Dowlen Road, for a distance of 709.60 feet, to a 5/8" iron rod set for corner;

THENCE North 88°59'39" East, for a distance of 19.27 feet a 5/8" iron rod set for corner;

THENCE North 01°23'48" West, parallel with the West right-of-way line of Dowlen Road, for a distance of 1184.10 feet, to a 5/8" iron rod set for corner; said corner being in the South line of a certain 300.0 acre called "Tract 1" as conveyed to Jefferson County Drainage District No. 6, as recorded in Film Code No. 104-01-0353, Official Public Records, Jefferson County, Texas;

THENCE 88°59'39" East, along and with the South line of the said 300.0 acre tract, for a distance of 950.19 feet, to a found Drainage District No. 6 monument No. 1801;

THENCE South 01°25'37" East, for a distance of 28.90 feet, to a 5/8" iron rod set for corner, said corner being the most Northerly Southwest corner of the aforementioned 9.2124 acre tract;

THENCE North 88°59'39" East, along and with the most Northerly South line of the said 9.2124 acre tract, for a distance of 120.00 feet to a 5/8" iron rod set for corner; said rod being the interior "L" corner of the aforementioned 9.2124 acre tract;

THENCE South 01°25'37" East, along and with the most Easterly West line of the said 9.2124 acre tract, for a distance of 120.83 feet, to a 5/8" iron rod set for corner, said corner being the most Southerly Southwest corner of a certain 9.2124 acre tract;

THENCE North 88°36'07" East, along and with the South line of the said 9.2124 acre tract, for a distance of 120.00 feet to a 5/8" iron rod set for corner, said rod being the most Westerly southeast corner of the aforementioned 9.2124 acre tract;

THENCE North 01°25'.7" West, along and with the most Westerly East line of the said 9.2124 acre tract, for a distance of 120.00 feet to a 5/8" iron rod set for corner, said rod bring the most Westerly southeast corner of the aforementioned 9.2124 acre tract;

THENCE North 88°36'07" East, along and with the most Northerly South line of the said 9.2124 acre tract, for a distance of 250.01 feet to a 5/8" iron rod set for corner, said rod being the most Westerly southeast corner of the aforementioned 9.2124 acre tract, the same being the point of beginning and containing 55.9027 Acres, more or less.

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

Section 9. "Mortgage", "Deed of Trust" or "Trust Deed" shall mean and refer to a pledge of a security interest in or the creation of a lien upon a Lot (or Lots), together with any improvements thereon, to secure repayment of a loan made to the Owner(s) of such Lot of Lots (or made to another, but secured by such. Lot or Lots)

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

ARTICLE II

PROPERTY SUBJECT TO DECLARATION: ADDITIONS THERETO

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

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

“Addition”, as used herein, shall be deemed to mean, refer to and include Barrington Heights, Phase I, together with such additional part or parts of the Future Development Tract so brought within the scheme of this Declaration and within the jurisdiction of the Association pursuant to this Section 2.

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

ARTICLE III

PROPERTY RIGHT AND EASEMENTS

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

Section 2. Platted Utility Easements Easements for streets and for installation and maintenance of utilities and storm sewer are shown and designated as such on the recorded plat or plats of the Addition. Except as provided below in this Section 2, no building or structure of a permanent nature may be erected or constructed within these easements, no shall any structure, planting or other material be placed or permitted to remain in any such easements which may damage or interfere with the installation and maintenance of utilities in the easements. Easements for installation and maintenance of underground utilities may be crossed with sidewalks and driveways, provided that (a) there are prior arrangements made for such crossings with the public authority or utility company providing services therein, and (b) neither the Declarant, the Association or any public authority or utility company using such easements shall be liable for any damage done by them, or their respective agents, employees, representatives or contractors, to such sidewalks or driveways in the course of installing, repairing, maintaining, relocating or removing and utility lines or other installations, or any appurtenances thereto, within any of such easements. Each Owner shall mow and maintain the utility easement area of his Lot, together with unpaved portion of the street easement(s) abutting his Lot.

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

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

Section 5. Additional Rights of Declarant Declarant shall have the right to place, erect, construct, maintain and utilize (either for itself or its authorized agents and brokers) a "sales" office on the "Common Lot" shown and reflected on the Plat of the Addition or elsewhere on the Common Area of the Addition, or on any Lot in the Addition during the period of Declarant's ownership of such Lot, as may be determined, from time to time, by the Declarant in its sole discretion. The right reserved by Declarant in this Section 5 shall be in addition to the right to use, with the prior consent of the Architectural Control Committee, Lots in the Additions for "sales" and "construction" offices, as provided in Section 1 of Article VIII of this Declaration.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

- (a) When the total votes outstanding in the Class "A" membership equals the total votes outstanding in the Class "B" membership; or
- (b) January 1, 2010.

Section 3. Voting by Class Excepting those instances where voting (or agreement) by class is specifically required in this Declaration or in the Bylaws of the Association, voting shall be by the Members as a whole, and not by class.

ARTICLE V

ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments Declarant, for each Lot owned by it in the Addition, hereby covenants, and each Owner of a Lot in the Addition is hereby deemed to covenant by acceptance of a deed to such Lot (whether or not is shall be so expressed in such deed), to pay to the Association (a) regular annual assessments, (b) special assessments for capital improvements, and (c) additional Lot assessments. Such assessments shall be established and collected in the manner hereinafter provided. The regular annual assessments, special assessments for capital improvements, and additional Lot assessments, together with interest, costs and reasonable attorney's fees thereon, shall be a charge upon the land a continuing lien on each Lot against which an assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees thereon, shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title unless expressly assumed by them. Declarant hereby reserves and assigns to the Association, without recourse, a vendor's lien on each Lot (including all improvements thereon) to secure the payment of all assessments levied on such Lot, together with interest, costs, and reasonable attorney's fees thereon.

Section 2. Purpose of Regular Annual Assessments The regular annual assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the addition and for the performance of the Association's maintenance obligations hereunder. Regular annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from the regular annual assessments, the following:

- (a) Costs of maintaining and repairing the Common Area of the Addition and all improvements now or hereafter constructed, erected, placed, installed or located in the Common Area (exclusive however, of any water, sanitary sewer, storm sewer, natural gas or other utility lines, together with any appurtenances thereto, constructed, installed or located in any easement on the Common Area, which lines and appurtenances are owned and maintained, or are to be owned and maintained, by any public authority or franchised public utility company);
- (b) Costs of landscaping, mowing, edging and maintaining the Common Area and the right-of-way of any street or road abutting the Addition (including, without limitation, the Dowlen Road right-of-way);
- (c) Taxes and assessments levied by any taxing authorities on the Common Area and premiums for insurance maintained but the Association, including (i) fire and extending coverage insurance on any insurable improvements on the Common Area, together with any equipment, fixtures or other personal property of the Association located on the Common Area, and (ii) liability insurance in favor of the Association, including premises liability coverage on the Common Area of the Addition;
- (d) Cost of water, electricity and other utility services for the Common Area of the Addition;
- (e) Any expense which the Association is required to incur or pay pursuant to the terms of this Declaration or the Bylaws, or which shall be necessary to proper in the opinion of the Board of Directors of the Association for (i) the administration of the affairs of the Association, (ii) the performance of the

duties of the Association, or (iii) the enforcement of the provisions of this Declaration, the Bylaws of the Association or any rules and regulations of the Association; and

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

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

Section 4. Special Assessments for Capital Improvements In addition to the regular annual assessments authorized and provided for above, the Association may fix and levy, in any assessment year, a special assessment applicable to that year only for the purpose of paying the costs of construction, reconstruction, repair or replacement of any capital improvement on the Common Area. Any such special assessment, before becoming effective and a binding obligation of the Owners, must be approved by a two-thirds (2/3rds) vote of each class of Members who are voting, either in person or by proxy, at a meeting duly called for that purpose.

Section 5. Notice and Quorum for Action Under Section 4 Written notice of any meeting called for the purpose of taking any action authorized under Section 4 above shall be sent to all members not less than ten (10) days, nor more than sixty (60) days in advance of such meeting. Such notice shall state that the purpose (or one of the purposes) of the meeting is to vote upon a special assessment, specifying the purpose of the proposed special assessment. At the first such meeting called, the presence of Members, either in person or by proxy, entitles to cast fifty percent (50%) or more of all the votes of each class shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirements, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum for the first meeting. No such second meeting shall be held more than sixty (60) days after the first called meeting.

Section 6. Uniform Rate of Assessment Except as provided below in this Section, regular annual assessments and special assessments for capital improvements (but not the additional Lot assessments provided for the later herein) must be fixed at a uniform rate for all Lots in the Addition. Where two (2) or more adjacent platted Lots, or one (1) platted Lot and a portion of an adjacent platted Lot, have been combined and consolidated into a single Lot pursuant to Section 17 of Article VIII of this Declaration, such resulting Lot shall be assessed (for regular annual assessment and special assessment for capital improvement purposes) on the basis of the number of platted Lots constituting the resulting Lot. By way of example, a consolidated Lot consisting of two (2) platted Lots will be assessed two hundred percent (200%) of the regular annual assessment or special assessment for capital improvements fixed for a single platted Lot.

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

Section 8. Establishment and Notice of Regular Annual Assessment At the organizational meeting of the initial Board of Directors of the Association, the regular annual assessment for the first calendar year shall be fixed and established by the Board of Directors, and written notice thereof (including the basis upon which such regular annual assessment is to be collected) shall be forthwith given to each Owner subject thereto. The first such regular assessment shall be adjusted according to the number of months remaining in the annual (calendar year) assessment period. Thereafter, not less than thirty (30) days prior to the commencement of each calendar-year assessment period, the Board of Directors of the Association shall fix and establish the regular annual assessment for the ensuing assessment year and shall give written notice thereof (including the basis upon which such regular annual assessment is to be collected) to every owner subject to such regular assessment. Upon a person or entity becoming the Owner of a Lot in the Addition (and upon notification of such fact given to the Board of Directors of the Association), it shall be the duty of the Board of Directors to notify such new Owner of the regular annual assessment charged upon his Lot (in the same manner as notice is given to those Owners owning Lots as of the commencement of any annual assessment period). The failure of the Board of Directors to give written notice to any Owner, as herein required, shall not in any manner exempt or relieve such owner from his obligation to pay the regular annual assessment on his Lot of Lots, but such Owner shall not be in default for failure to pay his regular annual assessment (on the due date or dates thereof) until notice of such regular annual assessment is given to such Owner in the manner herein provided. Each Owner (including Declarant) covenants and agrees to give written notice to the Board of Directors of the Association upon the sale or transfer by such Owner of his Lot, including the name and mailing address of the Lot purchaser(s) and the date upon which the sale or transfer was or will be effected.

Section 9. Limited Exemption from Regular Annual Assessments Notwithstanding anything herein to the contrary, Declarant shall not be liable for or obligated to pay regular annual assessments on any unimproved Lot, not on any improved Lot until thirty (30) days after improvements have been substantially completed thereon. Further, notwithstanding anything herein to the contrary, a builder (as that term is hereinafter defined) shall not be liable for or obligated to pay regular annual assessments on any Lot owned by such Builder until the earliest of (i) the substantial completion of improvements thereon, (ii) the conveyance by such Builder of the Lot (except a reconveyance to Declarant), or (iii) one hundred eighty (180) days after such Builder has acquired record title to such Lot. For the purposes of this paragraph, the term "Builder" shall be construed to mean a person or entity who shall purchase or acquire from Declarant one (1) or more unimproved Lots for the purpose of construction of improvements thereon for sale to the public.

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

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

Section 11. Certification of Payment of Assessments The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on any specified Lot have been paid. A properly executed certificate as to the status of assessments on a particular Lot shall be conclusive and binding upon the Association as of the date thereof as to any and all persons or entities relying thereon (other than the Owner of such Lot). The Association may establish and collect a reasonable charge for the issuance of such certificates.

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

- (a) Any assessment (of whatever kind or character, whether a regular annual assessment, special assessment for capital improvements, or additional Lot assessment) not paid within ten (10) days of the due date thereof shall be delinquent. Any delinquent assessment shall bear interest from the due date thereof at the rate of eighteen percent (18%) per annum. All unpaid assessments, together with interest thereon as provided above, shall constitute a lien upon the Lot (together with all improvements thereon) against which the unpaid assessments were levied by the Association. To evidence such lien, the Association may, but is not required to, prepare and file for record in the office of the County Clerk of Jefferson County, Texas, a written notice, signed by an officer of the Association, setting forth the amount of the unpaid assessments, the name of the Lot Owner, and a description of the Lot upon which such assessments are unpaid.
- (b) The Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien upon such Lot in the manner hereinafter provided. No Owner may exempt himself or otherwise escape liability for the assessments herein provided by abandoning his Lot or in any other manner. Suit to recover a money judgement against a defaulting Owner shall be maintainable without foreclosing or waiving the lien securing the assessments owing by such defaulting Owner.
- (c) The assessment lien may be enforced by the Association by judicial proceedings or non-judicial proceedings (pursuant to the provisions of Section 13 below) to foreclose the lien on the defaulting Owner's Lot (including all improvements thereon) in like manner as a mortgage (with a power of sale) on real property upon the recording of a notice of lien, as provided in Subsec. (a) above. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including (in the case of a non-judicial foreclosure) a trustee's fee equal to five percent (5%) of the gross sales proceeds, the costs of preparing and filing the notice of lien, and all other expense of foreclosure, including reasonable attorney's fees. The Association shall have the power to bid on the Lot at foreclosure sale (whether judicial or non-judicial) and to acquire and hold, lease, mortgage or convey the same

Section 13. Non-judicial Foreclosure of Lien To secure and enforce the payment of all assessments provided for in this Declaration, together with all interest accrued or accruing thereon and attorney's fees and other costs reasonably incurred by the Association in collecting the same, and for the auxiliary and cumulative enforcement of said lien, and in consideration of the sum of \$1.00 to Declarant in hand paid by the Trustee hereinafter named, and for the further consideration of the uses, purposes and trusts hereinafter set forth, Declarant has granted, sold, and conveyed, and by these presents does grant, sell, and convey unto Donald DeCordova,

Trustee, of Jefferson County, Texas, whose mailing address is 490 Park Street, Suite 210, Beaumont, Texas 77701, and any substitute or successor trustee appointed hereunder, each of the Lots in the Addition, to have and to hold the said Lots unto the said Trustee, and to his substitutes or successors forever. Declarant does hereby bind itself, its successors and assigns, to warrant and forever defend the Lots unto the said Trustee, his substitutes, successors and assigns forever, against the claim or claims of all persons claiming or to claim the same, or any part thereof, subject to any superior liens, for an upon the following trusts, terms, covenants, and agreements, to-wit:

- (a) This conveyance, however, is made in trust to secure the payment of all assessments provided for in this Declaration (whether now owed or hereafter ever accruing to the Association). Should Declarant, its successors and assigns, make full payment of the assessments hereby secured as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect.
- (b) In the event, however, of default in the payment of any assessment hereby secured, in accordance with the terms of this Declaration, it shall thereupon, or at any time thereafter, be the duty of the Trustee or his successor or substitute, at the request of the Associate (which request is hereby conclusively presumed), to enforce this trust against the Lot against which the assessment is due and owing in the manner provided in 51.002 of the Texas Property Code, as then amended; and after giving notice and advertising the sale as provided in said 51.002 (but without any other action than is required by said 51.002 as then amended) and otherwise complying with that statute, the Trustee shall sell the Lot (including any improvements thereon) at public sale as provided in said 51.002 and make due conveyance to the purchaser or purchasers thereof, with covenants of general warranty binding upon the then Owner of such Lot and such Owner's heirs, executors, administrators and successors.
- (c) Out of the money arising from such sale, the Trustee acting shall first pay all expenses of advertising said sale and making the conveyance (including a Trustee's fee of 5% of the gross sales proceeds), and then to the Association the full amount of assessments owing, together with interest thereon, and reasonable attorney's fees, rendering the balance of the sale price, if any, to the Owner of said unit prior to such sale, his heirs or assigns, or to such other person as may be legally entitled thereto. The recitals in the conveyance to the purchaser or purchasers of such Lot shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Owner of such Lot prior to such sale, his heirs, executors, administrators, successors and assigns.
- (d) It is agreed that in the event foreclosure should be commenced by the Trustee, or his substitute or successor, the Association, as beneficiary hereunder, may at any time before the sale of the Lot direct the abandonment of the sale and may then institute suit for the collection of the assessments, interest and collection costs then owing to the Association, and, at the election of the Association, for judicial foreclosure of the assessment lien. It is further agreed that if the Association should institute suit for the 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 require the Trustee, or his substitute or successor, to sell the Lot against which the assessment is then owing in accordance with the provisions of this Section 13.

- (e) In case of the absence, resignation, death, inability, failure or refusal of the Trustee herein named or of any substitute trustee appointed hereunder to act, or in the event that the Association shall deem it desirable to remove without cause the Trustee or any substitute trustee and appoint another to execute this trust, then in any of such events, the Association shall have the right and is hereby authorized and empowered to appoint a successor and substitute without any formality other than an appointment and designation in writing; and this appointment shall vest in him, as substitute or successor trustee, the estate and title in and to all said Lots, and he shall thereupon hold, possess, and execute all the rights, title, powers and duties herein conferred upon the Trustee named herein. The right to appoint a successor or substitute trustee shall exist as often and whenever from any of said causes any trustee, original substitute, cannot or will not act, resigns, or has been removed without cause.
- (f) The exercise or attempted exercise of the power of sale herein contained shall not exhaust the power of sale and shall not prevent and subsequent exercise thereof.
- (g) The Association, as beneficiary hereunder, if it is the highest bidder, shall have the right to purchase at any sale of a Lot pursuant hereto and to have the amount for which such Lot is sold credited against the indebtedness then owing on such Lot to the Association.
- (h) It is especially agreed that in the event of a foreclosure under the powers granted herein, the person in possession of the Lot sold shall thereupon become a tenant at will of the purchaser or purchasers at the foreclosure sale. Should such tenant then refuse to surrender possession of the Lot upon demand, the purchaser or purchasers shall be entitled to institute and maintain a statutory action for forcible detainer 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 one character of action shall not preclude the other and same may be exercised separately or simultaneously.

Section 14. Subordination of Assessment Lien to Mortgage The assessment lien herein provided shall be and remain subordinate to the lien of any perfected First Mortgage. A "First Mortgage" is defined as a Mortgage which has first and paramount priority under applicable law. A sale or transfer of a Lot shall not affect the assessment lien thereon. However, the sale of a Lot pursuant to the foreclosure of a First Mortgage or any proceeding in lieu thereof shall extinguish the assessment lien as to unpaid charges which accrued prior to such foreclosure sale or transfer in lieu thereof. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due and payable or from the lien thereof. The holder of any First Mortgage shall be entitled, upon written request made to the Association, to written notification from the Association of any default, by such holder's mortgagor (or grantor under a Deed of Trust or Trust Deed) in any obligation under this Declaration or the Bylaws of the Association which is not cured within sixty (60) days from the date upon which such default occurred. Any Mortgagee holding a First Mortgage on a Lot may pay any unpaid assessment payable with respect to such Lot, and upon such payment such Mortgagee shall have a lien on such Lot for the amounts paid to the Association of the same rank as the lien of its Mortgage.

Section 15. Additional Lot Assessments Separately and apart from the regular annual assessments and special assessments provided for above in this Article, the Board of Directors

shall have the right to make a special assessment against any Lot Owner and his Lot for the costs incurred by the Association in:

- (a) Making any repairs or replacements, or in performing any maintenance (other than lawn mowing or other lawn maintenance), which an Owner, although otherwise obligated to make or perform under this Declaration, fails to make or perform within thirty (30) days after the Association has given such Owner written notice specifying the repairs or replacements to be made or maintenance to be performed by the Owner;
- (b) Performing any lawn mowing or maintenance which an Owner, although otherwise obligated to perform under this Declaration, fails to perform within three (3) days after the Association has given such Owner written notice specifying the lawn mowing or other lawn maintenance to be performed by the Owner; or
- (c) Enforcing compliance by an Owner with any covenants, limitations, prohibitions or restrictions contained in this Declaration or the Bylaws of the Association or any rules or regulations adopted by the Association, where any such non-compliance continues for more than ten (10) days after the Association has given such Owner written notice specifying such non-compliance;

Plus an administrative charge equal to the greater of (i) twenty-five percent (25%) of the costs incurred by the Association in performing the obligations of the non-performing Owner or in enforcing compliance by the non-complying Owner, (ii) the sum of \$25.00.

Section 16. Levy and Collection of Additional Lot Assessments Any additional Lot assessment shall be fixed and levied by the Board of the Directors of the Association, and written notice thereof shall be given to the owner of the Lot against which assessment is made. Such notice shall specify the nature and amount of the additional Lot assessment and the date upon which the same shall be due and payable (which due date shall be not less than 10 days from the date of such notice). Collection of any such additional Lot assessment shall be made in the same manner as the regular annual assessments provided for herein, and a lien therefor shall exist in favor of the Association upon the Lot (together with the improvements thereon) of the Owner against whom the assessment is made.

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

Section 18. Books and Records Proper books and records shall be kept by the Association with respect to all assessments made by the Association, and each Owner shall at all reasonable times have access to keep such books and records. The books and records shall be kept in such a manner as to separately identify the assessments and payments thereof on each Lot in the Addition. No payment made on any individual assessment account shall be transferred or credited to another account without the express written consent of the party making such payment.

OBLIGATION TO MAINTAIN, REPAID AND REBUILD

Section 1. Owner's Obligation to Maintain the Repair Each Owner shall, at his sole cost and expense, perform such maintenance and make such repairs and replacements to his residence, together all other structures, installations and improvements located upon his Lot as shall be required to keep his residence and all other structures, installations and improvements on his Lot in substantially the same condition as at the completion of the original construction thereof, excepting only ordinary wear and tear. Additionally, each Owner shall regularly mow and maintain and keep in a neat and attractive condition, the grassed and landscaped areas of his yard and the unpaved portion of the street easement(s) abutting his Lot; and each Owner shall maintain in good repair and condition all sidewalks and driveways serving his Lot, even though such sidewalks and/or driveways may be located partly on the street easement(s) abutting his Lot. If any perimeter privacy fence constructed or installed on an Owner's Lot requires replacement, it shall be replaced with a fence of the same design, type of materials and height and the fence being replaced. If any Owner fails to perform the maintenance or make the repairs required of such Owner hereunder, the Association, after giving such Owner written notice specifying the required maintenance or repairs, may perform such maintenance or make such repairs if such Owner does not, within the applicable time periods after notice specified in Section 15 of Article V above, perform the maintenance or make the repairs or replacements specified in such notice. The costs incurred by the Association in performing such maintenance or making such repairs or replacements (together with the administrative charge specified in Section 15 of Article V above) shall, at the election of the Board of Directors of the Association, be the basis for levying an additional Lot assessment against such Owner and his Lot pursuant to the provisions of Section 15 of Article V above.

Section 2. Owner's Obligation to Rebuild If any residence or other structure on any Lot in the Addition is damaged or destroyed by fire or other casualty, it shall be the duty and obligation of the Owner thereof to repair, restore or reconstruct such residence or other improvement to substantially the same condition as before such damage or destruction. Architectural Control Committee approval of the plans and specifications for making such repairs, restoration or reconstruction must be obtained prior to commencement thereof, as more fully provided later in this Declaration. The Owner of such damaged or destroyed residence or other improvement shall commence such repairs, restoration or reconstruction within a reasonable period of time after the occurrence of such damage or destruction and thereafter prosecute the work of repair, restoration or reconstruction of such residence or other improvement with due diligence and shall complete such repairs, restoration or reconstruction within six (6) months from the occurrence of such damage or destruction, subject only to delays occasioned by matters beyond the reasonable control of such Owner.

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

- (a) Maintain and repair the Common Area of the Addition and all improvements now or hereafter constructed, erected, placed, installed or located in the Common Area (exclusive, however, of any water, sanitary, sewer, storm sewer, natural gas or other utility lines, together with any appurtenances thereto, constructed, installed or located in any easement on the Common Area, which lines and appurtenances are owned and maintained or are to be owned and maintained, by any public authority or franchised public utility company);
- (b) Landscape, mow, edge and maintain the Common Area and the right-of-way of any street or road abutting the addition (including, without limitation, the Dowlen Road right-of-way); and
- (c) Perform any other maintenance, repairs or replacements as shall be determined by the Board of Directors or by the Members of the Association, from time to time.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. General Authority of Architectural Control Committee No building, fence, wall, screening device, patio enclosure, swimming pool, spa, tennis court, driveway, sidewalk or other improvements (of whatever kind or description) shall be commenced, constructed, erected, placed or reconstructed on any Lot in the Addition; nor shall any exterior addition to or change or alteration of any structure or improvement on any Lot in the Addition be commenced or made; nor shall any exterior repainting or reroofing involving any change in the exterior color scheme be commenced or performed; until two (2) complete sets of plans and specifications therefor (the "Plans") showing: (a) the kind, shape, size, height and exterior color scheme thereof; (b) the locations of all improvements, including driveways, sidewalks and off-street parking; (c) utility installations; (d) the kind, nature and quality of materials; (e) finished grade, topography and elevation; and (f) site landscaping; have been submitted to and approved by the Architectural Control Committee (herein called the "Committee") as to: (1) the type and quality of materials; (2) the conformity of the planned improvements with the covenants contained in this Declaration; (3) the harmony of external design (including type, quality and color of roof, exterior materials and color scheme) with other existing or planned structures in the Addition; and (4) location of the planned improvements with respect to topography and in relation to other existing or planned structures in the Addition. The Plans shall also reflect all driveways and sidewalks serving the Lot, even though same may, in part, extend beyond the perimeter boundaries of the Lot. Plan approval or disapproval shall be as provided in Section 5 below. The Committee may, in its discretion, provide developmental guidelines for site planning, architecture, fencing and landscaping; and if and when such guidelines are provided, they shall be used as the basis for review and approval (or disapproval) of Plans.

Section 2. Composition of Committee. The Committee shall be composed of three (3) members. The initial members of the Committee are Richard L. Guseman, Tania B. Guseman and Paul Ferguson, Jr. The Committee shall have the power to designate a representative (who may or may not be a member of the Committee) to act for the Committee; and upon the designation of such representative by the Committee, such representative shall have the power and authority to do any act or make any decision which the Committee nor its authorized representative shall have the right to demand, charge or receive any fee or other compensation as a condition to the examination of any Plans submitted hereunder or for granting approval (or disapproval) thereof.

Section 3. Vacancies and Filing of Vacancies In the event of the death or resignation of any of the members of the Committee, the remaining members of the Committee (even though less than a majority thereof) may appoint, by written instrument signed by such remaining member(s) and filed for record in the office of the County Clerk of Jefferson County, Texas, a successor or successors to the Committee. If all the members of the Committee die or resign, then the Declarant (or its successor) shall have the authority to appoint successor members of the Committee; provided, however, if all members of the Committee die or resign, and the Declarant (or its successor) has not appointed successor members within ninety (90) days after the death or resignation of the last of Directors, shall exercise the authorities herein granted to the Committee. Furthermore, at any time after fifteen (15) years from the date of this Declaration, the Association, by written agreement executed by a majority of the Members of the Association and filed for record in the office of the County Clerk of Jefferson County, Texas, may (i) change the membership of the Committee; or (ii) withdraw powers and duties from, or restore powers and duties to, the Committee.

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

Section 5. Manner of Approval Plan approval or disapproval by the Committee, or its designated representatives, as required in this Declaration, shall be in writing and signed by at least one (1) member of the Committee or by its designated representative (if a representative has been appointed to act for the Committee). If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after Plans meeting the requirements of the Section 1 of this Article VII have been submitted to it, approval will not be required, and the covenants contained in said Section 1 above shall be deemed to have been fully satisfied. However, the approval or disapproval of Plans by the Committee, or the failure of the Committee to approve or disapprove the Plans within thirty (30) days after the submission thereof, shall in no way authorize any use or improvement of any Lot in violation of any of the other covenants contained in this Declaration, except where the Committee had to express authority to grant a waiver or variance from such covenant. Approval of Plans (whether actual or deemed) shall not be valid or effective for more than one hundred twenty (120) days; and if, within one hundred twenty (120) days from Plan approval, construction, reconstruction, addition, change or alteration for which Plan approval was obtained, has not commenced, then the Plans must be resubmitted and approved by the Committee before any such construction, reconstruction, addition, change or alteration may be commenced. There shall be no review of any action of the Committee, except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall the Committee, any member of the Committee, or the representative of the Committee be subject to any suit by anyone for damages for any actions, or failures to act on the part of the Committee, any member of the Committee, or the Committee's representative.

Section 6. No Liability for Plan Approval Neither the Committee, nor any member or representative thereof, shall be liable to any person or entity under any theory or under any circumstances in connection with the Committee's approval (whether actual or deemed) of any Plans submitted to the Committee for approval, including, without limitation, any liability based upon the soundness of construction or adequacy of plans and specifications, mistake of judgement, negligence or nonfeasance. Neither the Committee, nor any member or representative thereof, shall have any liability to any person or entity by reason of the construction of building or the making of other improvements which shall depart from or be at variance with the approved plans.

ARTICLE VIII

USE RESTRICTIONS

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

Section 2. Permitted Structures No structure shall be erected on any Lot other than one (1) detached single-family dwelling not to exceed two and one-half (2 ½) stories in height and a private garage for not more than four (4) cars, and such other accessory buildings as are incidental to single-family residential use and are not inconsistent with the other restrictive covenants set forth and contained in this Declaration, if the Plans for such accessory buildings are submitted to and approved but the Committee in the manner provided above herein.

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

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

Section 5. Prohibited Acts No Owner shall do, or permit any members of his family, his guests or tenants to do, any act on any Lot or on the Common Area of the Addition which shall be in violation of (i) any applicable ordinance, statute, rule or regulation of any municipal or other governmental authority, (ii) the provisions of this Declaration, (iii) the Bylaws of the Association, or (iv) the rules and regulations of the Association relating to the use of the Common Area of the Addition; not shall any noxious or offensive activity be carried on or anything be done on any Lot or on the Common Area of the Addition which may become an annoyance or nuisance to the other Owners or their tenants. No business or commercial activities or any kind of any "garage sales", "sidewalk sales" or similar activities or events (even though not commercial in nature) shall be conducted on any Lot in the Addition or on the Common Area of the Addition.

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

Section 7. Parking or Storage of Boats, Etc. No boats, trailers, campers, buses, mobile homes, recreational vehicles, trucks (except for pickup trucks or vans having a manufacturer's rated carrying capacity of not more than three-quarter (3/4) ton), or similar vehicles (any of the foregoing being herein referred to as a "Restricted Vehicles") may be parked or stored upon any Lot in the Addition on a Permanent Basis (as that term is defined below in this Section) except wholly within an enclosed garage or other fully enclosed accessory building; nor may any Restricted Vehicle be parked or allowed to remain on a Permanent Basis on any street in the Addition. Further, no Restricted Vehicle shall be parked or left unattended on any portion of the Common Area of the Addition, whether or not on a Permanent Basis. A "Permanent Basis", as that term is used herein, shall mean any period of periods in excess of twenty-four (24) consecutive hours, or periods in excess of eight (8) consecutive hours on three (3) or more successive days. No commercial trucks, vans, tractor-trailers or trailers (any of the foregoing being herein referred to as a "Commercial Vehicle") shall be parked or left unattended on any Lot of in street in the Addition, except for the limited time period(s) during which the owner or operator of the Commercial Vehicle is (a) making deliveries to the Declarant, the Association or a Lot Owner (or to their respective

employees, agents, representatives or contractors), or (b) performing maintenance, repairs or construction on a Lot or the Common Area for the Declarant, the Association or a Lot Owner (or for their respective employees, agents, representatives or contractors); not shall any commercial vehicle be parked or left unattended for any period of time on any portion of the Common Area. As used in this Section, the term “commercial trucks, vans, tractor-trailers or trailers” means any truck or van having a manufacturer’s rated carrying capacity of more than one (1) ton, truck-tractor, tractor-trailer or trailer that is owned, leased or operated for commercial purposes and bears some indica (whether by way of a sign, logo, color scheme or distinctive markings) that is owned, leased or operated for commercial purposes, including any such vehicle that is owned, leased to or operated by the Owner of a Lot in the Addition.

Section 8. Minimum Ceiling Heights: Permitted Roofing Materials Any dwelling constructed on a Lot in the Addition must have a first-floor ceiling height of not less than nine feet (9’), and the upper floor of any story and one-half or two-story dwelling must have a ceiling height of not less than eight feet (8’). Only architectural grade composition shingles or comparable roofing materials approved by the Committee may be used on any dwelling or other structure constructed on any Lot in the Addition.

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

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

Section 11. Signs No sign of any kind shall be displayed to public view on any Lot in the Addition, except one (1) sign of not more than five feet (5’) square advertising a property for sale or rent or used by Declarant or a Builder to advertise the property during the construction phase or sales period.

Section 12. Oil and Mining Operations No gas or oil drilling, gas or oil development operations, oil refining or storage, quarrying or mining operations, or like activities or any kind shall be permitted upon or in any Lot; not shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot; nor shall any derrick or other structure or machinery designed for use in boring or drilling for gas or oil be erected, maintained or permitted on any Lot.

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

absolute discretion, shall have the right to absolutely refuse the approval of the placement of any such dish-type receiver on any Lot in the Addition.

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

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

Section 16. Yard Landscaping The front yard, side yards and rear yard of a Lot must be planted with grass and landscaped in a manner acceptable to the Committee before any dwelling constructed on the Lot may be occupied as a residence. Prior to the occupancy of a residence constructed on any Lot in the Addition and at all times thereafter, there must be at least two (2) living shade trees in the front yard. Each shade tree shall be an existing tree or newly planted tree at least six feet (6') in the height and at least two inches (2") caliper measured eighteen inches (18") from the ground. Newly planted trees must be oaks, pines, elms, sycamores or other similar native shade tree species or such other shade tree species (whether or not native to the area) as shall be approved from time to time, but the Committee.

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

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

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

Section 20. Minimum Set Back Lines No dwelling structure, including attached or detached garage or other accessory building, shall be located nearer to the front Lot line or nearer to a side Lot line than the building set back line shown on the recorded plat or plats of the Addition. Except as provided in Section 21 below, no dwelling structure, including any attached or detached garage or other accessory building, shall be located nearer than twenty-five feet (25') to the rear line of any Lot. The Committee shall determine in which direction a dwelling shall face on a Lot.

Section 21. Minimum Interior Line Setback No one-story dwelling shall be located nearer than five feet (5') to any interior Lot line; and no one and one-half story, two-story, or two and one-half story dwelling shall be located on any Lot nearer than seven and one-half feet (7 ½') to any interior Lot line. A one-story unattached garage or other accessory building permitted hereunder may be located not nearer than two and one-half feet (2.5') from an interior Lot line and not nearer than two and one-half feet (2.5') to the rear Lot line, provided that such garage or accessory building (a) is located in the rear yard or as close to the rear yard as existing utility easements will permit, (b) does not cover more than sixty percent (60%) of the rear yard, and (c) does not exceed twenty feet (20') in height.

Section 22. Minimum Square-footages No dwelling shall be permitted on any Lot in which the living floor area (inclusive of enclosed utility and storage rooms, but exclusive of garages and open porches, patios or courtyards) is less than two thousand (2,000) square feet; nor shall any one-story and one-half, two-story and two and one-half story dwelling be permitted on any Lot in which such living floor area of the first or ground floor is less than one thousand (1,000) square feet.

Section 23. Fences, Walls, Etc. No fence, wall, hedge, structure or other improvements (including, without limitation, a swimming pool, tennis court or other recreational facility) shall be constructed, erected, placed, altered or permitted on any Lot except as approved by the Committee in accordance with the earlier provisions of this Declaration. No privacy fence or like screening device shall be located nearer to the front Lot line than the front of the dwelling, nor, if on a corner Lot, shall any privacy fence or like screening device be located nearer to the street-side Lot line than the side of the dwelling. No hedge, tree or other planting shall be permitted on any corner Lot which obstructs lines of sight at elevations of between two feet (2') and six feet (6') about the adjacent private drives within the triangular area formed by the street-side property lines or the Lot and a line connecting them at points twenty-five feet (25') from the intersection of the street-side property lines of such Lot. No tree shall be permitted to remain within such triangular area unless the foliage line is maintained at sufficient height to prevent obstruction of such lines of sight.

Section 24. Utility Service and Meters: Mechanical Equipment Screening All utility service lines between meter points and dedicated utility easements shall be underground. Meters for utilities shall not be visible from any private drive in the Addition. Air condition compressors and other external mechanical equipment must be screened from view from the private drives in the Addition in a manner acceptable to the Committee.

Section 25. Sidewalk Requirements Prior to the first occupancy of a dwelling constructed on any Lot in the Addition there must be constructed and completed in (in accordance with the "Sidewalk Construction Guidelines" promulgated by the Committee) a sidewalk along each street-side Lot line. The required sidewalk(s) shall be constructed of reinforced concrete, with a minimum thickness of four inches (4") and with expansion joints spaced at intervals of not more than four feet (4') each, and shall be located four feet (4') from the curb line of each street abutting the Lot.

Section 26. Conflict Between Ordinances and Restrictions In the event of any conflict between the restrictions contained in this Declaration and any ordinances, laws, rules or regulations of municipal or other governmental authorities having jurisdiction over the Addition or the construction of improvements therein, then such ordinances, laws, rules and regulations shall control; except, however, that if the restrictions contained herein are in any respect more restrictive than such ordinances, laws, rules or regulations, then the restrictions contained herein shall control.

ARTICLE IX

ENFORCEMENT OF COVENANTS

Section 1. Enforcement In the event of any violation or breach, or attempted violation or breach, of any of the terms or provisions of this Declaration, Declarant, the Association or any Lot Owner shall be authorized to enforce the terms, covenants and restrictions hereof by any proceedings at law or in equity against the person(s) violating or breaching, or attempting to violate or breach, the same, including actions for prohibitive or mandatory injunctive relief; and it shall not be a prerequisite to the granting of any such injunctive relief that there be any showing that irreparable damage or harm will result if such injunctive relief is not granted. Additionally, any person or entity entitled to enforce the terms, covenants or restrictions of this Declaration may recover such damages, both actual and punitive, as such party may show that he or it is entitled by reason of any such violation or breach. In any action for enforcement of the terms, covenants or restrictions hereof, whether for injunctive relief or damages, if the party prosecuting such action is successful, he or it shall be entitled to recover, in addition to any damages awarded, reasonable attorney's fees and all costs of court.

Section 2. Forbearance Not a Waiver The forbearance of enforcement of any restriction herein contained for any violation or proposed or attempted violation of any restriction herein contained shall not constitute a waiver of the right of Declarant, the Association or any Owner to thereafter enforce such restriction as to any subsequent violation or proposed or attempted violation.

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

ARTICLE X

TERM AND AMENDMENT OF COVENANTS

Section 1. Terms of Covenants The covenants and restrictions contained in this Declaration shall be binding for a period of twenty (20) years from the date of this Declaration. Upon the expiration of such twenty (20) year period, such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each.

Section 2. Amendment or Termination of Covenants This Declaration may be amended, or the covenants and restrictions herein contained may be terminated, in whole or in part as follows:

- (a) During the initial twenty (20) year period, any such amendment or termination shall be effected only by a written instrument signed by the Owners of not less than eighty percent

(80%) of the Lots in the Addition and duly recorded in the office of the County Clerk of Jefferson County, Texas.

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

For the purposes of calculating the foregoing respective percentages of Lots in the Addition, there shall be taken into account not only the Lots in Barrington Heights, Phase I, but also any additional Lots brought within the scheme of this Declaration and within the jurisdiction of the Association pursuant to the provision of Article II of this Declaration.

ARTICLE XI

SEVERABILITY

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

ARTICLE XII

JOINDER OF LIENHOLDER

Section 1. Lienholder Joinder Community Bank (“Lienholder”), being the holder of a lien or liens on the Existing Property, joins with Declarant in the execution of this Declaration for the purposes of (a) consenting to an adopting the Plat of the Addition; (b) consenting to the grant or dedication by Declarant of all easements shown and reflected upon the Plat of the Addition, together with all other easements granted or reserved by the Declarant in this Declaration; (c) subordinating its lien to all of the aforementioned easements and easement rights; and (d) subordinating its lien to the restrictions, covenants and conditions imposed by Declarant upon the Addition by this Declaration. However, Lienholder joins herein solely and only as a lienholder and only for the purposes set forth above in this paragraph and it does not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, or Declarant’s successors or assigns, nor does it make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation on the part of the Declarant, or Declarant’s successors or assigns.

IN WITNESS WHEREOF, Declarant and Lienholder have caused this Declaration to be executed on this the 20th day of NOVEMBER 1996.

DECLARANT:

Talisman Development, Inc.

By: Richard L. Guseman

Name: Richard L. Guseman

Title: President

LIENHOLDER:

Community Bank

By: Ronnie Wardwell

Name: RONNIE WARDWELL

Title: SO. VICE PRESIDENT

THE STATE OF TEXAS

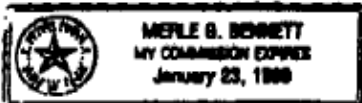
§

COUNTY OF JEFFERSON

§

This instrument was acknowledged before me on November 20, 1996, by Richard L. Guseman, President of Talisman Development, Inc., a Texas corporation, on behalf of said corporation.

Merle G. Bennett
Notary Public, State of Texas



THE STATE OF TEXAS

5

COUNTY OF JEFFERSON

5

This instrument was acknowledged before me on November 20
1996, by Donna L. Caldwell, Vice President of Community
Bank, a Texas banking corporation, on behalf of said Bank.

Merle G. Bennett
Notary Public, State of Texas



Filed for Record in
JEFFERSON COUNTY, TX
SANDY NELSON - COUNTY CLERK

On Dec 04 1996
At 2:36pm

Receipt #: 10223
Recording: 53.00
Doc/Type: 1.00
Doc/Num: 96- 9637003
Doc/Type: REC

Deputy - Default Cashier ID

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BARRINGTON HEIGHTS, PHASE II,
AN ADDITION TO THE CITY OF BEAUMONT,
JEFFERSON COUNTY, TEXAS

This Supplemental Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase II, an Addition to the City of Beaumont, Jefferson County, Texas (the "Phase II Supplemental Declaration") is this day executed by Talisman Development, Inc. a Texas Corporation (the "Declarant").

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas (the "Declaration") dated November 20, 1996, and filed for record under County Clerk's File Number 96-9637003 in the Official Public records of Real Property of Jefferson County, Texas, the Declarant caused a certain 9.2121 acre tract of land in Beaumont, Jefferson County, Texas, to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and designed as Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas ("Barrington Heights, Phase I"), in accordance with the Final Plat of said Barrington Heights, Phase I (the "Phase I Plat") filed for record contemporaneously with the Declaration and appearing of record in Volume 15, Page 348 of the Map Records of Jefferson County, Texas, reference to the Declaration and the Phase I Plat being here made for all purposes; and

WHEREAS, the Declaration and the Phase I Plat describe or reflect a 55.9027 acre tract of land adjacent to Barrington Heights, Phase I, and referred to in the Declaration and on the Phase I Plat as the "Future Development Tract"; and

WHEREAS, the Declaration provides, in part, that the Declarant, at its sole election, may bring within the scheme of the Declaration, and within the jurisdiction of the Barrington Heights Owners Association, a Texas non-profit corporation (the "Association"), all or any part of the Future Development Tract by Declarant's filing got record in the office of the County Clerk of Jefferson County, Texas, a Supplemental Declaration subjecting such additional property to the scheme of the Declaration and to the jurisdiction of the Association, together with a plat of such additional property; and

WHEREAS, the Declaration further provides, in part, that any such Supplemental Declaration may contain complimentary and supplementary provisions, conditions, covenants, restrictions and reservations, and may amend and modify the provisions, conditions, covenants, restrictions and reservations contained in the Declaration as they relate to the additional property to be brought within the scheme of the Declaration may not in any manner revoke, modify or add to the covenants established by the Declaration for Barrington Heights, Phase I; and

WHEREAS, the Declaration defines the term "Addition" to mean, refer to and include Barrington Heights, Phase I, together with such additional part or parts of the Future Development Tract as shall be brought within the scheme of the Declaration and within the jurisdiction of the Association pursuant to the terms and provisions of the Declaration; and

WHEREAS, the Declarant now desires to bring into the Addition (as that term is defined in the Declaration), and within the jurisdiction of the Association and the integrated scheme of development and ownership provided in and contemplated by the Declaration, an additional 10.365 acre tract or parcel of land out of the Future Development Tract, which 10.365 acre tract is South of and adjacent to Barrington Heights, Phase I, and is to be known, platted and subdivided into Barrington Heights, Phase II, and Addition to the City of Beaumont, Jefferson County, Texas, said 10.365 acre tract of land being described as follows, to-wit:

FIELDNOTE DESCRIPTION of a 10.365 acre tract of land out of the II. Williams Survey, Abstract No. 56, located in Beaumont, Jefferson County, Texas, said tract being out of the residual of that certain 25.000 acre tract conveyed by Amoco Production Company to Talisman Development, Inc. as recorded under County Clerk's file No. 96-9611715 of the Official Public Records of Jefferson County, Texas, said tract being more fully bounded and described as follows;

BEGINNING at an iron rod set marking the Southeast corner of the herein described tract, said corner being located North 01 degree 30 minutes forty-eight seconds (N 01°23'48"W) a distance of 73.67 feet (73.67') from an iron rod found marking the most Southerly Southeast corner of said Talisman Development, Inc. 25.000 acre tract;

THENCE with the most Easterly West line of said 25.000 acre tract and the East line of the herein described tract, North 01 degree 23 minutes 48 seconds West (N 01°23'48"W) for a distance of 783.12 feet (783.12') to an iron rod found marking the Northeast corner of the herein described tract, said corner being in the South line of Lot 10, Block 2 of Barrington Heights, Phase 1, plat of which appears in Volume 15, Page 348 of the Map Records of Jefferson County, Texas;

THENCE with the South line of Lots 10 through 12 and a portion of Lot 13, Block 2, Barrington Heights, Phase 1, South 88 degrees 36 minutes 07 seconds West (S 88°36'07" W) for a distance of 250.01 feet (250.01') to an iron rod set for corner in the South line of said Lot 13, Block 2, said corner being the Northeast corner of that certain tract designated as a Common Lot as shown on the recorded plat of Barrington Heights, Phase I;

THENCE with the East line of said Common Lot, South 01 degree 25 minutes 37 seconds East (S 01°25'37" E) for a distance for 120.00 feet (120.00') to an iron rod set marking the Southeast corner of said Common Lot;

THENCE with the South line of said Common Lot, South 88 degrees 36 minutes 07 seconds West (S 88°36'07" W) at 60.00 feet (60.00') pass an iron rod set marking the Southwest corner of said Common Lot, said Corner being in the East line of Barrington Avenue, a sixty foot (60') wide street right-of-way, and continuing along said course for a total distance of 120.00 feet (120.00') to an iron rod found in the West line of Barrington Avenue;

THENCE with the Westerly right-of-way line of Barrington Avenue, North 01 degree 25 minutes 37 seconds West (N 01°25'37" W) for a distance of 120.83 feet (120.83') to an iron rod found marking the Southeast corner of Lot 17, Block 1 or Barrington Heights, Phase 1;

THENCE with the South line of Lot 17, Block 1, Barrington Heights, Phase 1, South 88 degrees 59 minutes 39 seconds West (S 88°59'39" W) for a distance of 120.00 feet (120.00') to an iron rod set marking the Southwest corner of Lot 17, Block 1, Barrington Heights, Phase I;

THENCE with the West line of said Lot 17, Block 1, North 01 degree 25 minutes 37 seconds West (N 01°25'37" W) for a distance of 8.90 feet (8.90') to an iron rod set for corner;

THENCE South 88 degrees 59 minutes 39 seconds West (S 88°58'39" W) for a distance of 139.07 feet (139.07') to an iron rod set marking the most Northerly Northwest corner of the herein described tract;

THENCE South 01 degree 00 minutes 21 seconds East (S 01°00'21" E) for a distance of 120.00 feet (120.00') to an iron rod set for corner;

THENCE South 88 degrees 59 minutes 39 seconds West (S 88°59'39" W) for a distance of 46.19 feet (46.19') to an iron rod set for corner;

THENCE South 01 degree 00 minutes 21 seconds East (S 01°00'21" E) for a distance of 60.00 feet (60.00') to an iron rod set for corner;

THENCE North 88 degrees 59 minutes 39 seconds East (N 88°59'39" E) for a distance of 96.50 feet (96.50') to an iron rod set for corner;

THENCE South 01 degree 23 minutes 48 seconds East (S 01°23'48" E) for a distance of 610.32 feet (610.32') to an iron rod set for corner;

THENCE South 88 degrees 59 minutes 39 seconds West (S 88°59'39" W) for a distance of 580.01' to the PLACE OF BEGINNING;

CONTAINING in area 10.365 acres of land, more or less

NOW, THEREFORE, Talisman Development, Inc., a Texas corporation (the "Declarant"), hereby makes this phase II Supplemental Declaration under and in accordance with the provisions of the Declaration:

1.

The Declarant, being the owner of the above described 10.365 acre tract, which is out of and a part of the 55.9027 acre "Future Development Tract" described in the Declaration and reflected upon the Phase I One Plat, has caused said 10.365 acre tract to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and to be known as Barrington Heights, Phase II, an Addition to the City of Beaumont, Jefferson County, Texas ("Barrington Heights, Phase II"), in accordance with the Final Plat of said Barrington Heights, Phase II, prepared by Carroll & Blackman, Inc. and filed for record in the office of the County Clerk of Jefferson County, Texas, contemporaneously with this phase II Supplemental Declaration; and acting under and pursuant to the provisions of the Declaration, the Declarant hereby brings said 10.365 acre tract of land within the scheme of the

Declaration and within the jurisdiction of the Association, and said Barrington Heights, Phase II, shall henceforth constitute a part of the "Addition", as defined in the Declaration.

2.

The Declarant hereby and herewith adopts the Final Plat of Barrington Heights, Phase II (the "Phase II Plat") and does hereby dedicate the easements for street and utility purposes shown and reflected upon the Phase II Plat and does hereby impose upon the Lots in Barrington Heights, Phase II, the basic restrictions and blanket easements set forth upon the Phase II Plat.

3.

As herein and hereby modified and supplemented, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration, together with all of the blanket easements reserved, granted or created by the Declaration, are hereby extended and made expressly applicable to the 10.365 acre tract herein and hereby subdivided, platted and declared as Barrington Heights, Phase II, and all of such property shall be held, sold and conveyed subject to the easements, provisions, covenants, conditions, restrictions and reservations set forth in the Declaration, as modified and supplemented hereby, and to the easements and the basic restrictions set forth and reflected upon the Phase II Plat. All of the aforementioned easements, provisions, covenants, conditions, restrictions and reservations, as modified and supplemented hereby, shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in said 10.365 acre tract, or any part thereof, and upon such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns.

4.

As to the Lots in Barrington Heights, Phase II only, Section 20 of Article VIII of the Declaration, entitled Minimum Set Back Lines, is hereby modified and amended to read as follows:

Section 20. Minimum Set Back Lines No dwelling structure, including attached or detached garage or other accessory building, shall be located nearer to the front Lot line or nearer to a side Lot line than the building set back line shown on the recorded plat or plats of the Addition. Except as provided later in this Section or in Section 21 below, no dwelling structure, including any attached or detached garage or other accessory building, shall be located nearer than twenty-five feet (25') to the rear line of any Lot. With the prior approval of the Committee pursuant to Section 5 of Article VII of this Declaration, the twenty-five foot (25') rear yard may be reduced to fifteen feet (15'), provided that no dwelling, attached or detached garage or other accessory building is located within the reduced rear yard.

5.

Section 22 of ARTICLE VIII of the Declaration, entitled Minimum Square-footages, is hereby supplemented by the addition thereto of the following two (2) subsections:

As to Lots 18, 19 and 20, in Block 1, and Lots 21 and 34, inclusive in Block 3, of Barrington Heights, Phase II, no dwelling shall be permitted on any of such Lots in which the living floor area (inclusive of enclosed utility and storage rooms, but exclusive of garages and open porches, patios or courtyards) is less than two thousand square feet (2,000 s.f.); nor shall any story and one-half, two story or two and one-half story dwelling be permitted on any such Lot in which such living floor area of the first or ground floor is less than one thousand square feet (1,000 s.f.).

As to Lots 1 through 20, inclusive, in Block 3, of Barrington Heights, Phase II, no dwelling shall be permitted on any of such Lots in which the living floor area (inclusive of enclosed utility and storage rooms, but exclusive of garages and open porches, patios or courtyards) is less than one thousand five hundred square feet (1,500 s.f.); nor shall any story and one-half, two story or two and one-half story dwelling be permitted on any such Lot in which such living floor area of the first or ground floor is less than one thousand square feet (1,000 s.f.).

6.

The modified or supplemental restrictions or limitations set forth in Par. 4 and Par. 5 of this Phase II Supplemental Declaration are and shall be applicable solely and only to the Lots in Barrington Heights, Phase II, and shall not in anywise be deemed or construed to supplement, amend or modify the provisions, covenants, conditions, restrictions and reservations of the Declaration as to any other Lots in the Addition. Further, as modified and supplemented by this Phase II Supplemental Declaration, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration are hereby and herewith expressly extended and made applicable to the Lots in Barrington Heights, Phase II.

7.

Community Bank ("Lienholder"), being the holder of a lien on the 10.365 acre tract being subdivided and platted into Barrington Heights, Phase II, joins with Declarant in the execution of this Phase II Supplemental Declaration for the purposes of: (a) consenting to an adopting the Phase II Plat; (b) consenting to the grant or dedication by Declarant of all street and utility easements shown and reflected on the Phase II Plat, together with all other easements granted or reserved by Declarant in this Phase II Supplemental Declaration or Declaration (insofar as same are on, across or affect Barrington Heights, Phase II); (c) subordinating its lien to all of the aforementioned easements and easement rights; and (d) subordinating its lien to restrictions, covenants and conditions imposed by Declarant on Barrington Heights, Phase II, by the Phase II Supplemental Declaration or by the Declaration (insofar as same relate to or affect Barrington Heights, Phase II). However, Lienholder joins herein solely as a lienholder and only for the purposes set forth about in this Phase II Supplemental Declaration, and it does not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, nor does it make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation of Declarant, or Declarant's successors or assigns.

IN WITNESS WHEREOF, Declarant and Lienholder have caused this Phase II Supplemental Declaration to be executed on this 9th day of SEPTEMBER, 1998.

DECLARANT:

Talisman Development, Inc.

By: Richard L. Guseman
Name: Richard L. Guseman
Title: President

LIENHOLDER:

Community Bank

By: Ronnie Wardwell
Name: RONNIE WARDWELL
Title: SR. VICE PRESIDENT

THE STATE OF TEXAS

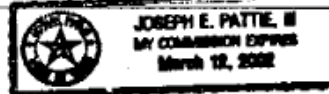
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COUNTY OF JEFFERSON

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This instrument was acknowledged before me on 9th Sept, 1998, by Richard L. Guseman, President of Talisman Development, Inc., a Texas corporation, on behalf of said Corporation.

Joseph E. Patte, III
Notary Public, State of Texas



THE STATE OF TEXAS

§

COUNTY OF Warrant

§

This instrument was acknowledged before me on Sept. 9, 1998, by Ronnie Wardwell, Sr. Vice President of Community Bank, a Texas banking corporation, on behalf of said Bank.

Phyllis G. Bennett
Notary Public, State of Texas



Filed for Record in:
JEFFERSON COUNTY, TX
SANDY WALKER - COUNTY CLERK

On Nov 18 1998
At 9:22am

Receipt #: 178255
Recording: 11.00
Doc/Type: 6.00
Doc/No: 98-9442988
Doc/Type: REC

Deputy - Default Cashier ID

AFTER RECORDING RETURN TO:

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

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
BARRINGTON HEIGHTS, PHASE III
AN ADDITION TO THE CITY OF BEAUMONT,
JEFFERSON COUNTY, TEXAS

This Supplemental Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase III, as Addition to the City of Beaumont, Jefferson County, Texas (“this Phase III Supplemental Declaration”) is this day executed by Talisman Development, Inc. a Texas corporation (the “Declarant”).

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas (the “Declaration”) dated November 20, 1996, and filed for record under County Clerk’s File Number 96-9637003 in the Official Public Records of Real Property of Jefferson County, Texas, the Declarant caused a certain 9.2121 acre tract of land in Beaumont, Jefferson County, Texas, to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and designated as Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas (“Barrington Heights, Phase I”), in accordance with the Final Plat of said Barrington Heights, Phase I (the “Phase I Plat”) filed for record contemporaneously with the Declaration and appearing of record in Volume 15, Page 348 of the Map Records of Jefferson County, Texas, reference to the Declaration and the Phase I Plat being here made for all purposes; and

WHEREAS, the Declaration and the Phase I Plat describe or reflect a 55.9027 acre tract of land adjacent to Barrington Heights, Phase I, and referred to in the Declaration and on the Phase I Plat as the “Future Development Tract”; and

WHEREAS, the Declaration provides, in part, that the Declarant, at its sole election, may bring within the scheme of the Declaration, and within the jurisdiction of the Barrington Heights Owners Association, a Texas non-profit corporation (the “Association”), all or any part of the Future Development Tract by Declarant’s filing for record in the office of the County Clerk of Jefferson County, Texas, a Supplemental Declaration subjecting such additional property to the scheme of the Declaration and to the jurisdiction of the Association, together with a plat of such additional property; and

WHEREAS, the Declaration further provides, in part, that any such Supplemental Declaration may contain complimentary and supplementary provisions, conditions, covenants, restrictions and reservations, and may amend and modify the provisions, conditions, covenants, restrictions and reservations contained in the Declaration as they relate to the additional property to be brought within the scheme of the Declaration and within the jurisdiction of the Association, but such Supplemental Declaration may not in any manner revoke, modify or add to the covenants established by the Declaration for Barrington Heights, Phase I; and

WHEREAS, the Declaration defines the term “Addition” to mean, refer to and include Barrington Heights, Phase I, together with such additional part of parts of the Future Development Tract as shall be brought within the scheme of the Declaration and within the jurisdiction of the Association pursuant to the terms and provisions of the Declaration; and

WHEREAS, the Declarant now desires to bring into the Addition (as that term is defined in the Declaration), and within the jurisdiction of the Association and the integrated scheme of development and ownership provided in and contemplated by the Declaration, an additional 7.1613 acre tract or parcel or land out of the Future Development Tract, which 7.1613 acre tract is to be known, platted and subdivided into Barrington Heights, Phase III, an Addition to the City of Beaumont, Jefferson County, Texas, said 7.1613 acre tract of land being described as follows, to-wit:

Field Note Description of a 7.1613 acre tract of land out of the H. Williams Survey, Abstract No. 56, located in Beaumont, Jefferson County, Texas, said tract being out of the residual of that certain 25.000 acre tract conveyed by Amoco Production Company to Talisman Development, Inc. as recorded under County Clerk's File No. 96-9611715 of the Official Public Records of Real Property, Jefferson County, Texas, said tract being more fully bounded and described as follows:

BEGINNING at an iron rod found marking the most Northerly Northeast corner of the herein described tract, said corner being in the South line of that certain 0.436 acre tract conveyed by Talisman Development, Inc. to Jefferson County Drainage District No. 6 (DD6) as recorded under County Clerk's File No. 2000022786 of the Official Public records of Real Property, Jefferson County, Texas, and also being the Northeast corner of Lot 20, Block 1, of Barrington Heights, Phase II, Plat of which appears in Volume 16, Page 99 of the Map Records of Jefferson County, Texas;

THENSE South 01 degree 00 minutes 21 seconds East (S 01°00'21" E) for a distance of 120.00 feet (120.00') to an iron rod found marking the Southeast corner of said Lot 20, Block 1, Barrington Heights, Phase II, said corner being in the North line of Claybourn Drive, a sixty-foot (60') wide street right-of-way;

THENCE with the North line of Claybourn Drive, South 88 degrees 59 minutes 39 seconds West (S 88°59'39" W) for a distance of 46.19 feet (46.19') to an iron rod for corner;

THENCE South 01 degree 00 minutes 21 seconds East (S 01°00'21" E) for a distance of sixty feet (60') to an iron rod for corner;

THENCE with the South line Claybourn Drive, North 88 degrees 59 minutes 39 seconds East (N 88°58'.9" E) for a distance of 96.50 feet (96.50') to an iron rod marking the Northwest corner of Lot 34, Block 3, Barrington Heights, Phase II;

THENCE with the West line of Lots 29 through 34 and a portion of Lot 28, Block 3, Barrington Heights, Phase II, South 01 degree 23 minutes 48 seconds East (S 01°23'48" E) for a distance of 523.50 feet (523.50') to an iron rod marking the most Easterly Southeast corner of the herein described tract, said corner being in the West line of said Lot 28, Block 3, Barrington Heights, Phase II;

THENCE South 88 degrees 36 minutes 12 seconds West (S 88°36'12" W) for a distance of 120.00 feet (120.00') to an iron rod for corner;

THENCE South 01 degree 23 minutes 48 seconds East (S 01°23'48" E) for a distance of 65.47 feet (65.47') to an iron rod marking the most Southerly Southeast corner of the herein described tract;

THENCE South 88 degrees 36 minutes 12 seconds West (S 88°36'12" W) for a distance of 60.00 feet (60.00') to an iron rod marking the most Southerly Southwest corner of the herein described tract;

THENCE North 01 degree 23 minutes 48 seconds West (N 01°23'48" W) for a distance of 180.00 feet (180.00') to an iron rod for corner;

THENCE South 88 degrees 36 minutes 12 seconds West (S 88°36'12" W) for a distance of 680.20 feet (680.20') to an iron rod marking the most Westerly Southeast corner of the herein described tract, said corner being in the West line of said 40.1148 acre Talisman Tract,

THENCE with the West line of said 40.1148 acre Talisman Tract and the most Westerly line of the herein described tract, North 01 degree 23 minutes 48 seconds West (N 01°23'48" W) for a distance of 290.00 feet (290.00') to an iron rod marking the most Westerly Northwest corner of the herein described tract;

THENCE North 88 degrees 36 minutes 12 seconds East (N 88°36'12" E) for a distance of 680.20 feet (680.20') to an iron rod of corner;

THENCE North 01 degree 23 minutes 48 seconds West (N 01°23'48" W) for a distance of 120.00 feet (120.00') to an iron rod for corner;

THENCE South 88 degrees 36 minutes 12 seconds West (S 88°36'12" W) for a distance of 20.00 feet (20.00') to an iron rod for corner;

THENCE North 01 degree 23 minutes 48 seconds West (N 01°23'48" W) for a distance of 60.00 feet (60.00') to an iron rod for corner;

THENCE North 88 degrees 36 minutes 12 seconds East (N 88°36'12" E) for a distance of 50.31 feet (50.31') to an iron rod for corner;

THENCE North 88 degrees 59 minutes 39 seconds East (N 88°59'39" E) for a distance of 14.79 feet (14.79') to an iron rod for corner;

THENCE North 01 degree 00 minutes 21 seconds West (N 01°00'21" W) for a distance of 120.00 feet (120.00') to an iron rod marking the most Northerly Northwest corner of the herein described tract, said corner being in the South line of said DD6 0.436 acre tract;

THENCE with the South line of said 0.436 acre DD6 Tract and the most Northerly line of the herein described tract, North 88 degrees 59 minutes 39 seconds East (N 88°59'39" E) for a distance of 85.00 feet (85.00') to the PLACE OF BEGINNING.

Containing in area 7.1613 acres of land, more or less.

NOW, THEREFORE, Talisman Development, Inc., a Texas corporation (the “Declarant”), hereby makes this Phase III Supplemental Declaration under and in accordance with the provisions of the Declaration:

1

The Declarant, being the owner of the above described 7.1613 acre tract, which is out of and a part of the 55.9027 acre “Future Development Tract” described in the Declaration and reflected upon the Phase I One Plat, has caused said 7.1613 acre tract to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and to be known as Barrington Heights, Phase III, an Addition to the City of Beaumont, Jefferson County, Texas (“Barrington Heights, Phase III”), in accordance with the Final Plat of said Barrington Heights, Phase III, prepared by Carroll & Blackman, Inc. and filed for records in the office of the County Clerk of Jefferson County, Texas, contemporaneously with this Phase III Supplemental Declaration; and, acting under and pursuant to the provisions of the Declaration, the Declarant hereby brings said 7.1613 acre tract of land within the scheme of the Declaration and within the jurisdiction of the Association, and said Barrington Heights, Phase III, shall henceforth constitute a part of the “Addition”, as defined in the Declaration.

2

The Declarant hereby and herewith adopts the Final Plat of Barrington Heights, Phase III (the “Phase III Plat”) and does hereby dedicate the easements for street and utility purposes shown and reflected upon the Phase III Plat and does hereby impose upon the Lots in Barrington Heights, Phase III, the basic restrictions and blanket easements set forth upon the Phase III Plat.

3

As herein and hereby modified and supplemented, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration, together with all of the blanket easements reserved, granted or created by the Declaration, are hereby extended and made expressly applicable to the 7.1613 acre tract herein and hereby subdivided, platted and declared as Barrington Heights, Phase III; and all of such property shall be held, sold and conveyed subject to the easements, provisions, covenants, conditions, restrictions and reservations set for in the Declaration, as modified and supplemented hereby, and to the easements and base restrictions set forth and reflected upon the Phase III Plat. All of the aforementioned easements, provisions, covenants, conditions, restrictions and reservations, as modified and supplemented hereby, shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in said 7.1613 acre tract, or any part thereof, and upon such parties’ respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns.

4

As the Lots in Barrington Heights, Phase III only, Section 20 of Article VIII of the Declaration, entitled Minimum Set Back Lines, is hereby modified and amended to read as

follows:

Section 20. Minimum Set Back Lines No dwelling structure, including attached or detached garage or other accessory building, shall be located nearer to the front Lot line or nearer to a side Lot line than the building set back line shown on the recorded plat or plats of the Addition. Except as provided later in this Section or in Section 21 below, no dwelling structure, including any attached or detached garage or other accessory building, shall be located nearer than twenty-five feet (25') to the rear line of any Lot. With the prior approval of the Committee pursuant to Section 5 of ARTICLE VII of this Declaration, the twenty-five foot (25') rear yard may be reduced to fifteen feet (15'), provided that no dwelling, attached or detached garage or other accessory building is located within the reduced rear yard.

5

Section 22 ARTICLE VIII of the Declaration, entitled Minimum Square-footages, is hereby supplemented by the addition thereto of the following subsection:

As to the Lots in Barrington Heights, Phase III, Only No dwelling shall be permitted on any of such Lots in which the living floor area (inclusive of enclosed utility and storage rooms, but exclusive of garages and open porches, patios or courtyards) is less than two thousand square feet (2,000 s.f.); nor shall any story and one-half, two story or two and one-half story dwelling be permitted on any such Lot in which such living floor area of the first or ground floor is less than one thousand square feet (1,000 s.f.).

6

The modified or supplemental restrictions or limitations set forth in Par. 4 and Par. 5 of this Phase III Supplemental Declaration are and shall be applicable solely and only to the Lots in Barrington Heights, Phase III, and shall no in anywise be deemed or construed to supplement, amend or modify the provisions, covenants, conditions, restrictions and reservations of the Declarations as to any other Lots in the Addition. Further, as modified and supplemented but this Phase III Supplemental Declaration, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration are hereby and herewith expressly extended and made applicable to the Lots in Barrington Heights, Phase III.

7

Community Bank and Trust, SSB ("Lienholder"), being the holder of a lien on the 7.1613 acre tract being subdivided and platted into Barrington Heights, Phase III, joins with Declarant in the execution of this Phase III Supplemental Declaration for the purposes: (a) consenting to and adopting the Phase III Plat; (b) consenting to the grant or dedication by Declarant of all street and utility easements shown and reflected on the Phase III Plat, together with all other easements granted or reserved by Declarant in this Phase III Supplemental Declaration or in the Declaration (insofar as same are on, across or affect Barrington Heights, Phase III); (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 but Declarant on Barrington Heights, Phase III, by

the Phase III Supplemental Declaration or by the Declaration (insofar as same relate to or affect Barrington Heights, Phase III). However, Lienholder joins herein solely as a lienholder and only for the purposes set forth above in this Phase III Supplemental Declaration, and it does not assume any of the liabilities, duties, covenants, warranties or obligations or Declarant, not does it make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation of Declarant, or Declarant's successors or assigns.

warranties, representations, covenants, or undertakings, or representation of Declarant, or Declarant's successors or assigns.

IN WITNESS WHEREOF, Declarant and Lienholder have caused this Phase III Supplemental Declaration to be executed on this 14th day of September, 2000.

DECLARANT.

Talisman Development, Inc.

By: Richard L. Guseman
Name: Richard L. Guseman
Title: President

LIENHOLDER:

Community Bank and Trust, SSB

By: Ronnie Wardwell
Name: RONNIE WARDWELL
Title: SR. VICE PRESIDENT

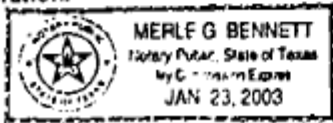
THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

This instrument was acknowledged before me on September 14, 2000, by Richard L. Guseman, President of Talisman Development, Inc., a Texas corporation, on behalf of said Corporation.



Merle G. Bennett
Notary Public, State of Texas

THE STATE OF TEXAS

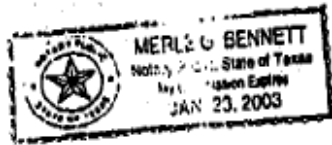
§

COUNTY OF JEFFERSON

§

This instrument was acknowledged before me on September 14, 2000, by Ronnie Waldwell, Sr Vice President of Community Bank and Trust, SSB, a Texas savings bank, on behalf of said Bank

Merle G Bennett
Notary Public, State of Texas



FILED AND RECORDED

Sandy Walker
2000 OCT 03 02:47 PM 2000037696
SANDY WALKER
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
BARRINGTON HEIGHTS, PHASE IV,
AN ADDITION TO THE CITY OF BEAUMONT,
JEFFERSON COUNTY, TEXAS

This Supplemental Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase IV, an Addition to the City of Beaumont, Jefferson County, Texas (“this Phase IV Supplemental Declaration”) is this day executed by Talisman Development, Inc., a Texas Corporation (the “Declarant”)

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas (the “Declaration”) dated November 20, 1996, and filed for record under County Clerk’s File Number 96-9637003 in the Official Public Records of Real Property of Jefferson County, Texas, the Declarant cause a certain 9.2121 acre tract of land in Beaumont, Jefferson County, Texas, to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and designated as Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas (“Barrington Heights, Phase I”), in accordance with the Final Plat of said Barrington Heights, Phase I (the “Phase I Plat”) filed for record contemporaneously with the Declaration and appearing of record in Volume 15, Page 348, of the Map Records of Jefferson County, Texas, reference to the Declaration and the Phase I Plat being here made for all purposes; and

WHEREAS, the Declaration and Phase I Plat describe or reflect a 55.9027 acre tract of land adjacent to Barrington Heights, Phase I, and referred to in the Declaration and on the Phase I Plat as the “Future Development Tract”, and

WHEREAS, the Declaration provides, in part, that the Declarant, at its sole election, may bring within the scheme of the Declaration, and within the jurisdiction of the Barrington Heights Owners Association, a Texas non-profit corporation (the “Association”), all or any part of the Future Development Tract by Declarant’s filing record in the office of the County Clerk of Jefferson County, Texas, a Supplemental Declaration subjecting such additional property to the scheme of the Declaration and to the jurisdiction of the Association, together with a plat of such additional property, and

WHEREAS, the Declaration further provides, in part, that any such Supplemental Declaration may contain complimentary and supplementary provisions, conditions, covenants, restrictions and reservations, and may amend and modify the provisions, conditions, covenants, restrictions and reservations contained in the Declaration as they relate to the additional property to be brought within the scheme of the Declaration and within the jurisdiction of the Association, but such supplemental Declaration may not in any matter revoke, modify or add to the covenants established by the Declaration for Barrington Heights, Phase I, and

WHEREAS, the Declaration defines the term "Addition" to mean, refer to and include Barrington Heights, Phase I, together with such additional part or parts of the Future Development Tract as shall be brought within the scheme of the Declaration and within the jurisdiction or the Association pursuant to the terms and provisions of the Declaration, and

WHEREAS, the Declarant now desires to bring into the Addition (as that term is defined in the Declaration), and within the jurisdiction of the Association and the integrated scheme of development and ownership provided in and contemplated by the Declaration, an additional 10.0812 acre tract or parcel of land out of the Future Development Tract, which 10.0182 acre tract is to be known, platted and subdivided in to Barrington Heights, Phase IV, an Addition to the City of Beaumont, Jefferson County, Texas, said 10.0812 acre tract of land being described as follows, to-wit

FIELD NOTE DESCRIPTION of a 10.0812 acre tract of land out of the Hezekiah Williams Survey, Abstract No 56, located in Beaumont Jefferson County, Texas, said tract being out of the residual of that certain 25.00 acre tract conveyed by Amoco Production Company to Talisman Development, Inc as recorded under County Clerk's File No. 96-9611715 of the Official Public Records of Real Property, Jefferson County, Texas, and also being out of that certain 40.1148 acre tract conveyed by Amoco Production Company to Talisman Development, Inc. as recorded under County Clerk's File No 2000012550 of the Official Public Records of Real Property, Jefferson County, Texas, said tract being more fully bounded and described as follows:

BEGINNING at an iron rod marking the most easterly northeast corner of the herein described tract, said corner being located in the most easterly west line of that certain 40.5391 acre tract conveyed by Amoco Production Company to Dowdel Investments, Ltd by deed recorded under County Clerk's File No 1999047799 of the Official Public Records of Real Property, Jefferson County, Texas, and also being the southeast corner of Lot 12, Block 3 of Barrington Heights, Phase II, plat of which appears in Volume 16, Page 99 of the Map Records of Jefferson County, Texas;

THENCE with the most easterly west line of said Dowdel 40.5391 acre tract and the east line of the herein described tract, South 01 degree 23 minutes 48 seconds East (S 01°23'48" E) for a distance of 580.00 feet (580.00') to an iron rod marking the southeast corner of the herein described tract, the most easterly southeast corner of said Talisman 40.1148 acre tract, an ell corner of said Dowdel 40.5391 acre tract, and also marking the most easterly northeast corner of that certain 2.727 acre tract being a 120 foot (120') wide drainage easement conveyed by Amoco Production Company to Jefferson County Drainage District No. 6 (DD6) as recorded under County Clerk's File No. 1999047796 of the Official Public Records of Jefferson County, Texas,

THENCE with the common boundary line of said Talisman 40.1148 acre tract, said Dowdel 40.5391 acre tract, the north line of said DD 2.727 acre tract, and the most southerly line of the herein described tract, South 88 degrees 51 minutes 44 seconds West (S 88°51'44" W) at 550.00 feet (550.00') pass an iron rod marking an interior ell corner of said Talisman 40.1148 acre tract and the most westerly northwest corner of said

Dowdel 40.5391 acre tract, and continuing along said course for a total distance of 627.20 feet (627.20') to an iron rod set marking the most southerly southwest corner of the herein described tract,

THENCE North 01 degree 00 minutes 21 seconds West (N 01°00'21" W) for a distance of 121.44 feet (121.44') to an iron rod for corner;

THENCE South 88 degrees 59 minutes 39 seconds West (S 88°59'39" W) for a distance of 90.00 feet (90.00') to an iron rod in a curve to the right having a central angle of 01 degree 28 minutes 15 seconds (01°28'15"), a radius of 1,030.00 feet (1030.00'), and a long chord for 26.44 feet (26.44') which bears South 09 degrees 33 minutes 53 seconds West (S 09°33'53" W);

THENCE along said curve to the right for an arc distance of 26.44 feet (26.44') to an iron rod for corner at the point of tangency,

THENCE North 79 degrees 42 minutes 00 seconds West (N 79°42'00" W) for a distance of 60.00 feet (60.00') to an iron rod marking the point of curvature of a curve to the left having a central angle of 11 degrees 41 minutes 48 seconds (11°41'48") a radius of 970.00 feet (970.00'), and a long chord of 197.68 feet (197.68') which bears North 04 degrees 27 minutes 06 seconds East (N 04°27'06" E);

THENCE with the most westerly line of the herein described tract and along said curve to the left for an arc distance of 198.02 feet (198.02') to an iron rod for corner at the point of tangency;

THENCE continuing with the most westerly line of the herein described tract, North 01 degree 23 minutes 48 seconds West (N 01°23'48" W) for a distance of 297.57 feet (297.57') to an iron rod marking the most westerly northwest corner of the herein described tract, said corner being in the west line of Heights Avenue, a 60 foot (60') wide street right of way;

THENCE North 88 degrees 36 minutes 12 seconds East (N 88°36'12" E) for a distance of 60.00 feet (60.00') to an iron rod in the east line of said Heights Avenue,

THENCE with the east right-of-way line of Heights Avenue, North 01 degree 23 minutes 48 seconds West (N 01°23'48" W) for a distance of 65.47 feet (65.47') to an iron rod marking the most northerly northwest corner of the herein described tract, said corner being the southeast corner of Lot 40, Block 3 of Barrington Heights Phase III, plat of which appears in Volume 16, Page 295 of the Map Records of Jefferson County, Texas,

THENCE with the south line of said Lot 40, Block 3, Barrington Heights Phase III and the most northerly line of the herein described tract, North 88 degrees 36 minutes 12 seconds East (N 88°36'12" E) for a distance of 120.00 feet (120.00') to an iron rod marking the southeast corner of said Lot 40, said corner being in the west line of Lot 28, Block 3 of the above referenced Barrington Heights Phase II,

THENCE with the west line of said Lot 28, Block 3, Barrington Heights Phase II, South 01 degree 23 minutes 48 seconds East (S 01°23'48" E) for a distance of 86.82 feet (86.82') to an iron rod marking the southwest corner of said Lot 28, Block 3, Barrington Heights Phase II;

THENCE with the south line of Lots 28,27,13 and 12 in Block 3 of Barrington Heights Phase II, North 88 degrees 59 minutes 39 seconds East (N 88°59'39" E) for a distance of 580.01 feet (580.01') to the PLACE OF BEGINNING.

CONTAINING IN AREA 10.0812 acres of land, more or less.

NOW, THEREFORE, Talisman Development, Inc., a Texas corporation (the "Declarant"), hereby make this Phase IV Supplemental Declaration under and in accordance with the provisions of the Declaration.

1

The Declarant, being the owner of the above described 10.0812 acre tract, which is out of an a part of the 55.9027 acre "Future Development Tract" described in the Declaration and reflected upon the Phase I One Plat, has caused said 10.0812 acre tract to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and to be known as Barrington Heights, Phase IV, and Addition to the City of Beaumont, Jefferson County, Texas ("Barrington Heights, Phase IV"), in accordance with the Final Plat of said Barrington Heights, Phase IV, prepared by Carroll & Blackman, Inc. and filed for record in the office of the County Clerk of Jefferson County, Texas, contemporaneously with this Phase IV Supplemental Declaration, and, acting under and pursuant to the provisions of the Declaration, the Declarant hereby brings said 10.0812 acre tract of land within the scheme of the Declaration and within the jurisdiction of the Association, and said Barrington Heights, Phase IV, shall henceforth constitute a part of the "Addition", as defined in the Declaration.

2

The Declarant hereby and herewith adopts the Final Plat of Barrington Heights, Phase IV (the "Phase IV Plat") and does hereby dedicate the easements for street and utility purposes shown and reflected upon the Phase IV Plat and does hereby impose upon the Lots in Barrington Heights, Phase IV, the basic restrictions and blanket easements set forth upon the Phase IV Plat.

3

As herein and hereby modified and supplemented, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration, together with all of the blanket easements reserved, granted or created by the Declaration, are hereby extended and made expressly applicable to the 10.0812 acre tract herein and hereby subdivided, platted and declared and Barrington Heights, Phase IV, and all of such property shall be held, sold and conveyed subject to the easements, provisions, covenants, conditions, restrictions and reservations set forth in the Declaration, as modified and supplemented hereby, and to the easements and basic restrictions set forth and reflected upon the Phase IV Plat. All of the

aforementioned easements, provisions, covenants, conditions, restrictions and reservations, as modified and supplemented hereby shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in said 10.0812 acre tract, or any part thereof, and upon such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns.

4

As to the Lots in Barrington Heights, Phase IV only, Section 20 of Article VIII of the Declaration, entitled Minimum Set Back Lines, is hereby modified and amended to read as follows

Section 20. Minimum Set Back Lines No dwelling structure, including attached or detached garage or other accessory building, shall be located nearer to the front Lot line or nearer to a side Lot line than the building set back line shown on the recorded plat or plats of the Addition. Except as provided later in this Section or in Section 21 below, no dwelling structure, including any attached or detached garage or other accessory building, shall be located nearer than twenty-five feet (25') to the rear line of any Lot. With the prior approval of the Committee pursuant to Section 5 of ARTICLE VII of this Declaration, the twenty-five foot (25') rear yard may be reduced to fifteen feet (15'), provided that no dwelling, attached or detached garage or other accessory building is located within the reduced rear yard.

5

Section 22 of ARTICLE VIII of the Declaration, entitled Minimum Square-footages is hereby supplemented by the addition thereto of the following subsections:

As to Lots 42 through 59, inclusive, in Block 3, of Barrington Heights, Phase IV. No dwelling shall be permitted on any of such Lots in which the living floor area (inclusive of enclosed utility and storage rooms, but exclusive of garages and open porches, patios or courtyards) is less than one thousand eight hundred square feet (1,800 s.f.); nor shall any story and one-half, two story or two and one-half story dwelling be permitted on any such Lot in which such living floor area of the first or ground floor is less than one thousand square feet (1,000 s.f.)

As to Lot 41, in Block 3, and as to Lots 60 through 74, inclusive, in Block 3, of Barrington Heights, Phase IV. No dwelling shall be permitted on any of such Lots in which the living floor area (inclusive of enclosed utility and storage rooms, but exclusive of garages and open porches, patios or courtyards) is less than two thousand square feet (2,000 s.f.); nor shall any story and one-half, two story or two and one-half story dwelling be permitted on any such Lot in which such living floor area of the first ground floor is less than one thousand square feet (1,000 s.f.).

6

The modified or supplemental restrictions or limitations set forth in Par 4 and Par 5 of this Phase IV Supplemental Declaration are and shall be applicable solely and only to the Lots in Barrington Heights, Phase IV, and shall not in anywise be deemed or construed to supplement, amend or modify the provisions, covenants, conditions, restrictions and reservations of the Declaration as to any other Lots in the Addition. Further, as modified and supplemented by this Phase IV Supplemental Declaration, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration are hereby and herewith expressly extended and made applicable to the Lots in Barrington Heights, Phase IV.

Community Bank and Trust, SSB ("Lienholder"), being the holder of a lien on the 10.0812 acre tract being subdivided and platted into Barrington Heights, Phase IV, joins with Declarant in the execution of this Phase IV Supplemental Declaration for the purposes of (a) consenting to and adopting the Phase IV Plat; (b) consenting to the grant or dedication by Declarant of all street and utility easements shown and reflected on the Phase IV Plat, together with all other easements granted or reserved by Declarant in this Phase IV Supplemental Declaration or in the Declaration (insofar as the same are on, across or affect Barrington Heights, Phase IV), (c) subordinating its lien to all of the aforementioned easements and easement rights, and (d) subordinating its lien to the restrictions, covenants and conditions imposed by Declarant on Barrington Heights, Phase IV, by this Phase IV Supplemental Declaration or by the Declaration (insofar as same relate to or affect Barrington Heights, Phase IV). However, Lienholder joins herein solely as a lienholder and only for the purposes set forth above in this Phase IV Supplemental Declaration, and it does not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, nor does it make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation of Declarant, or Declarant's successors or assigns.

IN WITNESS WHEREOF, Declarant and Lienholder have caused this Phase IV Supplemental Declaration to be executed on this 26th day of November, 2001.

DECLARANT.

Talisman Development, Inc.

By Richard L. Guseman

Name: Richard L. Guseman

Title: President

LIENHOLDER:

Community Bank and Trust, SSB

By [Signature]

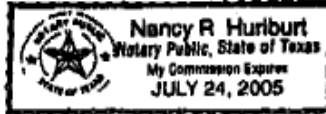
Name: Wika Brown

Title: SVP

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on November 26, 2001, by Richard L. Guseman, President of Talisman Development, Inc., a Texas corporation, on behalf of said Corporation.

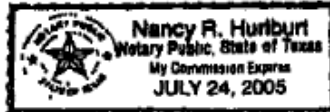


Nancy R. Hurlburt
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on November 26, 2001, by Mike Peyton, Senior Vice President of Community Bank and Trust, SSB, a Texas savings bank, on behalf of said Bank



Nancy R. Hurlburt
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Sandy Walker
2001 DEC 03 03:15 PM 2001042396
SANDY WALKER
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
BARRINGTON HEIGHTS, PHASE V,
AN ADDITION TO THE CITY OF BEAUMONT,
JEFFERSON COUNTY, TEXAS

This Supplemental Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase V, an Addition to the City of Beaumont, Jefferson County, Texas (“this Phase V Supplemental Declaration”) is this day executed by Talisman Development, Inc., a Texas corporation (the “Declarant”).

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas (the “Declaration”) dated November 20, 1996, and filed for record under County Clerk’s File Number 96-9637003 in the Official Public Records of Real Property of Jefferson County, Texas, the Declarant cause a certain 9.2121 acre tract of land in Beaumont, Jefferson County, Texas, to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and designated as Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas (“Barrington Heights, Phase I”), in accordance with the Final Plat of said Barrington Heights, Phase I (the “Phase I Plat”) filed for record contemporaneously with the Declaration and appearing of record in Volume 15, Page 348 of the Map Records of Jefferson County, Texas, reference to the Declaration and the Phase I Plat being here made for all purposes; and

WHEREAS, the Declaration provides, in part, that the Declarant, at its sole election, may bring within the scheme of the Declaration, and within the jurisdiction of the Barrington Heights Owners Association, a Texas non-profit corporation (the “Association”), all or any part of the Future Development Tract by Declarant’s filing for record in the office of the County Clerk of Jefferson County, Texas, a Supplemental Declaration subjecting such additional property to the scheme of the Declaration and to the jurisdiction of the Association, together with a plat of such additional property, and

WHEREAS, the Declaration further provides, in part, that any such Supplemental Declaration may contain complimentary and supplementary provisions, conditions, covenants, restrictions and reservations, and may amend and modify the provisions, conditions, covenants, restrictions and reservations contained in the Declaration as they relate to the additional property to be brought within the scheme of the Declaration and within the jurisdiction of the Association, but such Supplemental Declaration may not in any manner revoke, modify or add to the covenants established by the Declaration for Barrington Heights, Phase I; and

WHEREAS, the Declaration defines the term “Addition” to mean, refer to and include Barrington Heights, Phase I, together with such additional part of parts of the Future Development Tract as shall be brought within the scheme of the Declaration and within the jurisdiction of the Association pursuant to the terms and provisions of the Declaration, and

WHEREAS, the Declarant now desires to bring into the Addition (as that term is defined in the Declaration) and within the jurisdiction of the Association and the integrated scheme of development and ownership provided in and contemplated by the Declaration, an additional 14.3406 acre land tract or parcel of land out of the Future Development Tract, which 14.3406 acre tract is to be know, platted and subdivided into Barrington Heights, Phase V, an Addition to the City of Beaumont, Jefferson County, Texas, said 14.3406 acre tract of land being described as follows, to wit:

FIELD NOTE DESCRIPTION of a 14.3406 acre tract of land out of the Hezekiah Williams Survey, Abstract No. 56, located in Beaumont Jefferson County, Texas, said tract being out of the residual of that certain 25.000 acre tract conveyed by Amoco Production Company to Talisman Development, Inc. as recorded under County Clerk's File No. 96-9611715 of the Official Public Records of Real Property, Jefferson County, Texas, and also being out of that certain 40.1148 acre tract conveyed by Amoco Production Company to Talisman Development, Inc. as recorded under County Clerk's File No. 2000012550 of the Official Public Records of Real Property, Jefferson County, Texas, said tract being more fully bounded and described as follows.

BEGINNING at an iron rod in the most easterly west line of said 40.1148 acre Talisman Development, Inc. tract marking the northwest corner of the herein described tract and being located in the most easterly line of that certain 209.2045 acre tract conveyed by Amoco Production Company to Delaware Extension Development, Ltd. by deed recorded under County Clerk's File No. 2000047669 of the Official Public Records of Real Property, Jefferson County, Texas, and also being the southwest corner of Lot 9, Block 5 of Barrington Heights, Phase III, plat of which appears in Volume 16, Page 295 of the Map Records of the Jefferson County, Texas;

THENCE with the south line of Lots 9 through 16, Block 5 of Barrington Heights, Phase III and the north line of the herein described tract, North 88 degrees 36 minutes 12 seconds East (N 88°36'12" E) for a distance of 680.20 feet (680.20') to an iron rod marking the southeast corner of Lot 16, Block 5, Barrington Heights, Phase III, the northeast corner of the herein described tract, and being located in the west line of Heights Avenue, a 60 foot (60') wide street right-of-way;

THENCE with the west right-of-way line of Heights Avenue, South 01 degree 23 minutes 48 seconds East (S 01°23'48" E) for a distance of 477.57 feet (477.57') to an iron rod marking the point of curvature of a curve to the right having a central angle of 11 degrees 41 minutes 48 seconds (11°41'48"), a radius of 970.00 feet (970.00'), and a long chord of 197.68 feet (197.68') which bears South 04 degrees 27 minutes 06 seconds West (S 04°27'06" W);

THENCE along said curve to the right for an arc distance of 198.02 feet (198.02') to an iron rod for corner at the point of tangency;

THENCE South 79 degrees 42 minutes 00 seconds East (S 79°42'00 E) for a distance of 60.00 feet (60.00') to an iron rod in the east right-of-way line of said Heights Avenue

marking the point of curvature of a curve to the left having a central angle of 01 degree 28 minutes 15 seconds (01°28'15"), a radius of 1,030.00 feet (1030.00'), and a long chord of 26.44 feet (26.44') which bears North 09 degrees 33 minutes 53 seconds East (N 09°33'53 E);

THENCE along the east line of said Heights Avenue and said curve to the left for an arc distance of 26.44 feet (26.44') to an iron rod marking the point of intersection of the east line of Heights Avenue with the south line of Gracemount Lane, a fifty foot (50') wide street right-of-way;

THENCE with the south right-of-way line of Gracemount Lane, North 88 degrees 59 minutes 39 seconds East (N 88°59'39 E) for a distance of 90.00 feet (90.00') to an iron rod marking the northwest corner of Lot 74, Block 3 of Barrington Heights, Phase IV, plat of which appears in Volume 16, Page 400 of the Map Records of Jefferson County, Texas;

THENCE with the west line of said Lot 74, Black 3, Barrington Heights, Phase IV, South 01 degree 00 minutes 21 seconds East (S 01°00'21" E) for a distance of 121.44 feet (121.44') to an iron rod marking the southeast corner of said Lot 74, Block 3;

THENCE with the south line of said Lot 74, Block 3, Barrington Heights, Phase IV, North 88 degrees 51 minutes 41 seconds East (N 88°51'41" E) for a distance of 17.16 feet (17.16') to an iron rod marking the most northerly northwest corner of that certain 2.340 acre tract conveyed by deed from Talisman Development, Inc. to Jefferson County Drainage District No. 6 (DD6) as recording under County Clerk's File No. 2000022787 of the Official Public Records of Real Property, Jefferson County, Texas;

THENCE with the most easterly west line of said 2.340 acre DD6 tract and the most easterly line of the herein described tract, South 01 degree 23 minutes 48 seconds East (S 01°23'48" E) for a distance of 87.44 feet (87.44') to an iron rod marking an ell corner in said 2.340 acre DD^ tract and marking the southeast corner of the herein described tract;

THENCE with the most southerly north line of said 2.340 acre DD6 tract and the south line of the herein described tract, South 88 degrees 36 minutes 12 seconds West (S 88°36'12" W) for a distance of 849.51 feet (849.51') to an iron rod marking the most westerly northwest corner of said 2.340 acre DD6 tract and the southwest corner of the herein described tract, said corner being in the most easterly west line of said 209.2045 acre Delaware Extension Development, Ltd. tract and the most westerly east line of said 40.11148 acre Talisman Development, Ltd. tract;

THENCE with the most westerly line of said 40.1148 acre Talisman tract, the most easterly west line of said 209.2045 acre Delaware Extension Development, Ltd. tract, and the most westerly line of the herein described tract, North 01 degree 23 minutes 48 seconds West (N 01°23'48" W) for a distance of 300.88 feet (300.88') to an iron rod marking the most westerly northwest corner of the herein described tract;

THENCE continuing with the common boundary line of said 40.1148 acre Talisman tract and 209.2045 acre Delaware Extension Development, Ltd. tract, North 88 degrees 59 minutes 39 seconds East (N 88°59'39" E) for a distance of 19.35 feet (19.35') to an iron rod for corner;

THENCE with the most easterly west line of said 40.1148 acre Talisman tract, the most easterly line said 209.2045 acre Delaware Extension Development, Ltd. tract, and the most easterly west line of the herein described tract, North 01 degree 23 minutes 48 seconds West (N 01°23'48" W) for a distance of 569.25 feet (569.25') to PLACE OF BEGINNING.

CONTAINING IN AREA 14.3406 acres of land, more or less.

NOW, THEREFORE, Talisman Development, Inc. a Texas corporation (the "Declarant"), hereby makes this Phase V Supplemental Declaration under and in accordance with the provisions of the Declaration:

1

The Declarant, being the owner of the above described 14.3406 acre tract, which is out of an a part of the 55.9027 acre "Future Development Tract" described in the Declaration and reflected upon the Phase I One Plat, has cause said 14.3406 acre tract to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and to be known as Barrington Heights, Phase V, an Addition to the City of Beaumont, Jefferson County, Texas ("Barrington Heights, Phase V"), in accordance with the Final Plat of said Barrington Heights, Phase V, prepared by Carroll & Blackman, In and filed for record in the office of the County Clerk of Jefferson County, Texas, contemporaneously with this Phase V Supplemental Declaration; and, acting under and pursuant to the provisions of the Declaration and within the jurisdiction of the Association, and said Barrington Heights, Phase V, shall henceforth constitute a part of the "Addition", as defined in the Declaration.

2

The Declarant hereby and herewith adopts the Final Plat of Barrington Heights, Phase V (the "Phase V Plat") and does hereby dedicate the easements for street and utility purposes shown and reflected upon the Phase V Plat and does hereby impose upon the Lots in Barrington Heights, Phase V, the basic restrictions and blanket easements set forth upon by the Phase V Plat.

3

As herein and hereby modified and supplemented, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration, together with all of the blanket easements reserved, granted or created by the Declaration, are hereby extended and made expressly applicable to the 14.3406 acre tract herein and hereby subdivided, platted and declared as Barrington Heights, Phase V; and all of such property shall be held, sold and conveyed subject to the easements, provisions, covenants, conditions, restrictions and reservations set forth in in the Declaration, as modified and supplemented hereby, and to the

easements and basic restrictions set forth and reflected upon the Phase V Plat. All of the aforementioned easements, provisions, covenants, conditions, restrictions and reservations, as modified and supplemented hereby, shall constitute covenants running with the land and shall be binding upon all parties' respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns.

4

As to the Lots in Barrington Heights, Phase V only, Section 20 of Article VIII of the Declaration, entitled Minimum Set Back Lines, is hereby modified and amended to read as follows:

Section 20 Minimum Set Back Lines No dwelling structure, including attached or detached garage or other accessory building, shall be located nearer to the front Lot line or nearer to a side Lot line than the building set back line shown on the recorded plat or plats of the Addition. Except as provided later in this Section or in Section 21 below, no dwelling structure, including any attached or detached garage or other accessory building, shall be located nearer than the fifteen feet (15') to the rear line of any Lot. With the prior approval of the Committee pursuant to Section 5 of Article VII of this Declaration, the twenty-five foot (25') rear yard may be reduced to fifteen feet (15'), provided that no dwelling, attached or detached garage or other accessory building is located within the reduced rear yard.

5

The modified or supplemental restrictions or limitations set forth in Par. 4 of this Phase V Supplemental Declaration are and shall be applicable solely and only to the Lots in Barrington Heights, Phase V, and shall not in anywise be deemed or construed to supplement, amend or modify the provisions, covenants, conditions, restrictions and reservations of the Declaration as to any other Lots in the Addition. Further, as modified and supplemented by this Phase V Supplemental Declaration, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration are hereby and herewith expressly extended and made applicable to the Lots in Barrington Heights, Phase V.

IN WITNESS WHEREOF, Declarant has caused this Phase V Supplemental Declaration to be executed on this 24th day of January, 2003.

DECLARANT:

Talisman Development, Inc.

By: Richard L. Guseman
Name: Richard L. Guseman
Title: President

THE STATE OF TEXAS

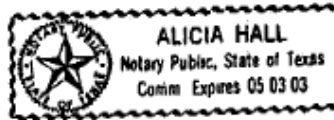
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COUNTY OF JEFFERSON

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This instrument was acknowledged before me on January 24th, 2003, by **Richard L. Guseman**, President of **Talisman Development, Inc.**, a Texas corporation, on behalf of said Corporation.

Alicia Hall
Notary Public, State of Texas



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Sandy Walker

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CHRG. \$17.00

SANDY WALKER COUNTY CLERK
JEFFERSON COUNTY TEXAS

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
BARRINGTON HEIGHTS, PHASE V,
AN ADDITION TO THE CITY OF BEAUMONT,
JEFFERSON COUNTY, TEXAS

This Supplemental Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase V, an Addition to the City of Beaumont, Jefferson County, Texas ("this Phase V Supplemental Declaration") is this day executed by Talisman Development, Inc. a Texas Corporation (the "Declarant").

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas (the "Declaration") dated November 20, 1996, and filed for record under County Clerk's File Number 96-9637003 in the Official Public Records of Real Property of Jefferson County, Texas, the Declarant caused a certain 9.2121 acre tract of land in Beaumont, Jefferson County, Texas, to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and designated as Barrington Heights, Phase I, as Addition to the City of Beaumont, Jefferson County, Texas ("Barrington Heights, Phase I"), in accordance with the Final Plat of said Barrington Heights, Phase I (the "Phase I Plat") filed for record contemporaneously with the Declaration and appearing of record in Volume 15, Page 348 of the Map Records of Jefferson County, Texas, reference to the Declaration and the Phase I Plat being here made for all purposes; and

WHEREAS, the Declaration and the Phase I Plat describe or reflect a 55.9027 acre tract of land adjacent to Barrington Heights, Phase I, and referred to in the Declaration and on the Phase I Plat as the "Future Development Tract"; and

WHEREAS, the Declaration provides, in part that the Declarant, at its sole election, may bring within the scheme of the Declaration, and within the jurisdiction of the Barrington Heights Owners Association, a Texas non-profit corporation (the "Association"), all or any part of the Future Development Tract by Declarant's filing for record in the office of the County Clerk of Jefferson County, Texas, a Supplemental Declaration subjecting such additional property to the scheme of the Declaration and to the jurisdiction of the Association, together with a plat of such additional property, and

WHEREAS, the Declaration further provides, in part, that any such Supplemental Declaration may contain complimentary and supplementary provisions, conditions, covenants, restrictions and reservations, and may amend and modify the provisions, conditions, covenants, restrictions and reservations contained in the Declaration as they relate to the additional property to be brought within the scheme of the Declaration and within the jurisdiction of the Association, but such Supplemental Declaration may not in any manner revoke, modify or add to the covenants established by the Declaration for Barrington Heights, Phase I; and

WHEREAS, the Declaration defines the term "Addition" to mean, refer to and include Barrington Heights, Phase I, together with such additional part or parts of the Future Development Tract as shall be brought within the scheme of the Declaration and within the jurisdiction of the Association pursuant to the terms and provisions of the Declaration, and

WHEREAS, the Declarant now desires to bring into the Addition (as that term is defined in the Declaration), and within the jurisdiction of the Association and the integrated scheme of development and ownership provided and contemplated by the Declaration, an additional 14.3406 acre tract or parcel of land out of the Future Development Tract, which 14.3406 acre tract is to be known, platted and subdivided into Barrington Heights, Phase V, and Addition to the City of Beaumont, Jefferson County, Texas, said 14.3406 acre tract of land being described as follows, to-wit:

FILD NOTE DESCRIPTION of a 14.3406 acre tract of land out of the Hezekiah Williams Survey, Abstract No. 56, located in Beaumont Jefferson County, Texas, said tract being out of the residual of the certain 25.000 acre tract conveyed by Amoco Production Company to Talisman Development, Inc. as recorded under County Clerk's File No. 96-9611715 of the Official Public Records of Real Property, Jefferson County, Texas, and also being out of that certain 40.1148 acre tract conveyed by Amoco Production Company to Talisman Development, Inc. as recorded under County Clerk's File No. 2000012550 of the Official Public Records of Real Property, Jefferson County, Texas, said tract being more fully bounded and described as follows;

BEGINNING at an iron rod in the most easterly west line of said 40.1148 tract Talisman Development, Inc. tract marking the northwest corner of the herein described tract and bring located in the most easterly line of that certain 2019.2045 acre tract conveyed by Amoco Production Company to Delaware Extension Development, Ltd. by deed recorded under County Clerk's File No. 2000047669 of the Official Public Records of Real Property, Jefferson County, Texas and also being the southwest corner of Lot 9, Block 5 of Barrington Heights, Phase III, plat of which appears in Volume 16, Page 295 of the Map of Records of Jefferson County, Texas;

THENCE with the south line of Lots 9 through 16, Block 5 of Barrington Heights, Phase III and the north line of the herein described tract, North 88 degrees 36 minutes 12 seconds East (N 88°36'12" E) for a distance of 680.20 feet (680.20') to an iron rod marking the southeast corner of Lot 16, Block 5, Barrington Heights, Phase III, the northeast corner of the herein described tract, and being located in the west line of Heights Avenue, a 60 foot (60') wide street right-of-way;

THENCE with the west right-of-way line of Heights Avenue, South 01 degree 23 minutes 48 seconds East (S 01°23'48" E) for a distance of 477.57 feet (477.57') to an iron rod marking the point of curvature of a curve to the right having a central angle of 11 degrees 41 minutes 48 seconds (11°41'48"), a radius of 970.00 feet (970.00'), and a long chord of 197.68 feet (197.68') which bears South 04 degrees 27 minutes 06 seconds West (S 04°24'06" W);

THENCE along said curve to the right for an arc distance of 198.02 feet (198.02') to an iron rod for corner at the point of tangency;

THENCE South 79 degrees 42 minutes 00 seconds East (S 79°42'00" E) for a distance of 60.00 feet (60.00') to an iron rod in the east right-of-way line of said Heights Avenue marking the point of a curvature of a curve to the left having a central angle of 01 degree 28 minutes 15 seconds (01°28'15"), a radius of 1,030.00 feet (1030.00'), and a long chord of 26.44 feet (26.44') which bears North 09 degrees 33 minutes 53 seconds East (N 09°33'53" E);

THENCE along the east line of said Heights Avenue and said curve to the left for an arc distance of 26.44 feet (26.44') to an iron rod marking the point of intersection of the east line of Heights Avenue with the south line of Gracemount Lane, a fifty foot (50') wide street right-of-way;

THENCE with the south right-of-way line of Gracemount Lane, North 88 degrees 59 minutes 39 seconds East (N 88°59'39" E) for a distance of 90.00 feet (90.00') to an iron rod marking the northwest corner of Lot 74, Block 3 of Barrington Heights, Phase IV, plat of which appears in Volume 16, Page 400 of the Map Records of Jefferson County, Texas;

THENCE with the west line of said Lot 74, Block 3, Barrington Heights, Phase IV, South 01 degree 00 minutes 21 seconds East (S 01°00'21" E) for a distance of 121.44 feet (121.44') to an iron rod marking the southwest corner of said Lot 74, Block 3;

THENCE with the south line of said Lot 74, Block 3, Barrington Heights, Phase IV, North 88 degrees 51 minutes 41 seconds East (N 88°51'41" E) for a distance of 17.16 feet (17.16') to an iron rod marking the most northerly northwest corner of that certain 2.340 acre tract conveyed by deed from Talisman Development, Inc. to Jefferson County Drainage District No. 6 (DD6) as recording under County Clerk's File No. 2000022787 of the Official Public Records of Real Property, Jefferson County, Texas;

THENCE with the most easterly west line of said 2.340 acre DD6 tract and the most easterly line of the herein described tract, South 01 degree 23 minutes 48 seconds East (S 01°23'48" E) for a distance of 87.44 feet (87.44') to an iron rod marking an ell corner in said 2.340 acre DD6 tract and marking the southeast corner of the herein described tract;

THENCE with the most southerly north line of said 2.340 acre DD6 tract and the south line of the herein described tract, South 88 degrees 36 minutes 12 seconds West (S 88°36'12" W) for a distance of 849.51 feet (849.51') to an iron rod marking the most westerly northwest corner of said 2.340 acre DD6 tract and the southwest corner of the herein described tract, said corner being in the most easterly west line of said 209.2045 acre Delaware Extension Development, Ltd. tract and the most westerly east line of said 40.1148 acre Talisman Development, Ltd. tract;

THENCE with the most westerly line of said 40.1148 acre Talisman tract, the most easterly west line of said 209.2045 acre Delaware Extension Development, Ltd. tract, and the most westerly line of the herein described tract, North 01 degree 23 minutes 48 seconds West (N 01°23'48" W) for a distance of 300.88 feet (300.88') to an iron rod marking the most westerly northwest corner of the herein described tract;

THENCE continuing with the common boundary line of said 40.1148 acre Talisman tract and said 209.2045 acre Delaware Extension Development, Ltd. tract, North 88 degrees 59 minutes 39 seconds East (N 88°59'39" E) for a distance 19.35 feet (19.35') to an iron rod for corner;

THENCE with the most easterly west line of said 40.1148 acre Talisman tract, the most easterly line said 209.2048 acre Delaware Extension Development, Ltd. tract and the most easterly west line of the herein described tract, North 01 degree 23 minutes 48 seconds West (N 01°23'48" W) for a distance of 569.25 feet (569.25') to PLACE OF BEGINNING.

CONTAINING IN AREA 14.3406 acres of land, more or less.

NOW, THEREFORE, Talisman Development, Inc., a Texas corporation (the "Declarant"), hereby makes this Phase V Supplemental Declaration under and in accordance with the provisions of the Declaration:

1

The Declarant, being the owner of the above described 14.3406 acre tract, which is out of an a part of the 55.9027 acre "Future Development Tract" described in the Declaration and reflected upon the Phase I One Plat, has caused said 14.3406 acre tract to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and to be known as Barrington Heights, Phase V, an Addition to the City of Beaumont, Jefferson County, Texas ("Barrington Heights, Phase V"), in accordance with the Final Plat of said Barrington Heights, Phase V, prepared by Carroll & Blackman, Inc. and filed for record in the office of the County Clerk of Jefferson County, Texas, contemporaneously with this Phase V Supplemental Declaration; and, acting under and pursuant to the provisions of the Declaration, the Declarant hereby brings said 14.3406 acre tract of land within the scheme of the Declaration and within the jurisdiction of the Association, and said Barrington Heights, Phase V, shall henceforth constitute a part of the "Addition", as defined in the Declaration.

2

The Declarant hereby and herewith adopts the Final Plat of Barrington Heights, Phase V (the "Phase V Plat") and docs hereby dedicated the easements for street and utility purposes shown and reflected upon the Phase V Plat and does hereby impose upon the Lots in Barrington Heights, Phase V, the basic restrictions and blanket easements set forth upon the Phase V Plat.

As herein and hereby modified and supplemented, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration, together with all of the blanket easements reserved, granted or created by the Declaration, are hereby extended and made expressly applicable to the 14.3406 acre tract herein and hereby subdivided, platted and declared as Barrington Heights, Phase V; and all of such property shall be held, sold and conveyed subject to the easements, provisions, covenants, conditions, restrictions and reservations set forth and reflected upon the Phase V Plat. All of the aforementioned easements, provisions, covenants, conditions, restrictions and reservations, as modified and supplemented hereby, shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in said 14.3406 acre tract, or any part thereof, and upon such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns.

As to the Lots in Barrington Heights, Phase V only, Section 20 of ARTICLE VIII of the Declaration, entitled Minimum Set Back Lines, is hereby modified and amended to read as follows:

Section 20 Minimum Set Back Lines No dwelling structure, including attached or detached garage or other accessory building, shall be located nearer to the front Lot line or nearer to a side Lot line than the building set back line shown on the recorded plat or plats of the Addition. Except as provided later in this Section or in Section 21 below, no dwelling structure, including any attached or detached garage or other accessory building, shall be located nearer than fifteen feet (15') to the rear line of any Lot. With the prior approval of the Committee pursuant to Section 5 of ARTICLE VII of this Declaration, the twenty-five foot (25') rear yard may be reduced to fifteen feet (15'), provided that no dwelling, attached or detached garage or other accessory building is located within the reduced rear yard.

The modified or supplemental restrictions or limitations set forth in Par. 4 of this Phase V Supplemental Declaration are and shall be applicable solely and only to the Lots in Barrington Heights, Phase V, and shall not in anywise be deemed or construed to supplement, amend or modify the provisions, covenants, conditions, restrictions and reservations of the Declaration as to any other Lots in the Addition. Further, as modified and supplemented by this Phase V Supplemental Declaration, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration are hereby and herewith expressly extended and made applicable to the Lots in Barrington Heights, Phase V.

IN WITNESS WHEREOF, Declarant has caused this Phase V Supplemental Declaration to be executed on this 24th day of January, 2003.

DECLARANT:

Talisman Development, Inc.

By: Richard L. Guseman
Name: Richard L. Guseman
Title: President

THE STATE OF TEXAS

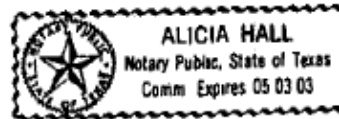
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COUNTY OF JEFFERSON

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This instrument was acknowledged before me on January 24th, 2003, by Richard L. Guseman, President of Talisman Development, Inc., a Texas corporation, on behalf of said Corporation.

Alicia Hall
Notary Public, State of Texas



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Sandy Walker
2003 Jan 31 03:47 PM

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SANDY WALKER COUNTY CLERK
JEFFERSON COUNTY TEXAS

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
BARRINGTON HEIGHTS, PHASE VI,
AN ADDITION TO THE CITY OF BEAUMONT,
JEFFERSON COUNTY, TEXAS

This Supplemental Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase VI, an Addition to the City of Beaumont, Jefferson County, Texas (“this Phase VI Supplemental Declaration”) is this day executed by Talisman Development, Inc., a Texas corporation and B.A.G. Enterprises, Inc., a Texas corporation (the “Declarant”).

WHEREAS, by Declaration of Covenants, Conditions and Restrictions of Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas (the “Declaration”) dated November 20, 1996, and filed for record under County Clerk’s File Number 96-9637003 in the Official Public Records of Real Property of Jefferson County, Texas, the Declarant caused a certain 9.2121 acre tract of land in Beaumont, Jefferson County, Texas, to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, known and designated as Barrington Heights, Phase I, an Addition to the City of Beaumont, Jefferson County, Texas (“Barrington Heights, Phase I”), in accordance with the Final Plat of said Barrington Heights, Phase I (the “Phase I Plat”) filed for record contemporaneously with the Declaration and appearing of record in Volume 15, Page 384 of the Map Records of Jefferson County, Texas, reference to the Declaration and the Phase I Plat being here made for all purposes, and:

WHEREAS, the Declaration and the Phase I Plat describe or reflect a 55.9027 acre tract of land adjacent to Barrington Heights, Phase I, and referred to in the Declaration and on the Phase I Plat as the “Future Development Tract”, and

WHEREAS, the Declaration provides, in part, that the Declarant, at its sole election, may bring within the scheme of the Declaration, and within the jurisdiction of the Barrington Heights Owners Association, a Texas non-profit corporation (the “Association”), all or any part of the Future Development Tract by Declarant’s filing for record in the office of the County Clerk of Jefferson County, Texas, a Supplemental Declaration subjecting such additional property to the scheme of the Declaration and to the jurisdiction of the association, together with a plat of such additional property, and

WHEREAS, the Declaration further provides, in part, that any such Supplemental Declaration may contain complimentary and supplementary provisions, conditions, covenants, restrictions and reservations, and may amend and modify the provisions, conditions, covenants, restrictions and reservations contained in the Declaration as they relate to the additional property to be brought within the scheme of the Declaration and within the jurisdiction of the Association, but such Supplemental Declaration may not in any manner revoke, modify or add to the covenants established by the Declaration for Barrington Heights, Phase I; and

WHEREAS, the Declaration defines the term “Addition” to mean, refer to and include Barrington Heights, Phase I, together with such additional part or parts of the Future

Development Tract as shall be brought within the scheme of the Declaration and within the jurisdiction of the Association pursuant to the terms and provisions of the Declaration, and

WHEREAS, the Declarant now desires to bring into the Addition (as that term is defined in the Declaration), and within the jurisdiction of the Association and the integrated scheme of development and ownership provided in and contemplated by the Declaration, an additional 14.4163 acre tract or parcel of land out of the Future Development Tract, which 14.4163 acre tract is to be known, platted and subdivided into Barrington Heights, Phase VI, an Addition to the City of Beaumont, Jefferson County, Texas, said 14.4163 acre tract of land being described as follows:

FIELD NOTE DESCRIPTION of a 14.4163 acre (627,974 square feet) tract of land out of the Hezekiah Williams Survey, Abstract No. 56, located in Beaumont Jefferson County, Texas, said tract being out of i) the residual of that certain 25.000 acre tract conveyed by Amoco Production Company to Talisman Development, Inc. by deed recorded under County Clerk's File No. 96-9611715 of the Official Public Records of Real Property, Jefferson County, Texas, ii) the residual of that certain 40.1148 acre tract conveyed by Amoco Production Company to Talisman Development, Inc. by deed recorded under County Clerk's File No. 2000012550 of the Official Public Records of Real Property, Jefferson County, Texas, iii) the residual of that certain 20.0447 acre tract conveyed by Delaware Extension Development, Ltd. to B.A.G. Enterprises, Inc. by deed recorded under County Clerk's File No. 2003003020 of the Official Public Records of Real Property, Jefferson County, Texas, said 14.4163 acre tract being more fully bounded and described as follows:

BEGINNING at an iron rod located at the northeast corner of the herein described tract, said corner marking the northwest corner of Lot 21, Block 1 of Barrington Heights, Phase III, plat of which appears in Volume 16, Page 295 of the Map Records of Jefferson County, Texas, and said corner being in the south line of that certain 0.436 acre tract of land conveyed by Talisman Development, Inc. to Jefferson County Drainage District No. 6 (DD6) by deed recorded under County Clerk's File No. 2000022780 of the Official Public Records of Real Property, Jefferson County, Texas;

THENCE with the west line of said Lot 21, Block 1, Barrington heights, Phase III, and the most easterly line of the herein described tract, South 03 degrees 10 minutes 33 seconds East (S 03°10'33" E) for a distance of 120.00 feet (120.00') (plat call-S 01°00'21" E – 120.00') to an iron rod marking the southwest corner of said Lot 21, Block 1, said corner being in the north line of Claybourn Drive, a 60 foot (60') wide public street right-of-way;

THENCE with the south right-of-way line of Claybourn Drive, North 86 degrees 26 minutes 23 seconds East (N 86°26'23" E) for a distance of 20.00 feet (20.00') (plat call – N 88°36'12" E – 20.00') to an iron rod marking the point of intersection of the south right-of-way line of Claybourn Drive with the west right-of-way line of Heights Avenue, a sixty foot (60') wide public street right-of-way;

THENCE with the west right-of-way line of said Heights Avenue, South 03 degrees 33 minutes 37 seconds East (S 03°33'37" E) for a distance of 120.00 feet (120.00') (plat call – S 01°23'48" E – 120.00') to an iron rod marking to northeast corner of Lot 1, Block 5 of Barrington Heights, Phase III;

THENCE with the north line of Lots 1 through 8, Block 5, Barrington Heights, Phase III, South 86 degrees 26 minutes 23 seconds West (S 86°26'23 W) for a distance of 680.20 feet (680.20') (plat call – S 88°36'12 E – 680.20') to an iron rod marking the northwest corner of Lot 8, Block 5, Barrington Heights, Phase III, said corner being in the east line of said 20.0447 acre B.A.G. Enterprises, Inc. tract;

THENCE with the east line of said 20.0447 acre B.A.G. Enterprises tract, the west line of Lot 8 and 9, Block 5, Barrington Heights, Phase III, and the west line of Lots 24 and 25, Block 5, of Barrington Heights, Phase V, plat of which appears in Volume 17, Page 102 of the Map Records of Jefferson County, Texas, South 03 degrees 33 minutes 37 seconds East (S 03°33'37" E) at 580.00 feet (580.00') pass an iron rod marking the southeast corner of said 20.0447 acre B.A.G. Enterprises tract, the northeast corner of said 7.0257 acre B.A.G. Enterprises, the southwest corner of said Lot 25, Block 5, and the northwest corner of Lot 40, Block 5, Barrington Heights, Phase V, continuing along said course with the west line of said Lot 40 and Lot 41, Block 5, Barrington Heights, Phase V and the most easterly line of said 7.0257 acre B.A.G. Enterprises tract for a total distance of 859.25 feet (859.25') (Plats call – S 01°23'48" E – 859.25') to an iron rod marking the most westerly southwest corner of said Lot 41, Block 5, Barrington Heights, Phase V, and said corner marking an angle point in the north line of Lot 56, Block 5, Barrington Heights, Phase V and of said 7.0257 acre B.A.G. Enterprises tract;

THENCE with the most northerly line of said Lot 56, Block 5, Barrington Heights, Phase V, South 86 degrees 49 minutes 29 seconds West (S 86°49'29 W) for a distance of 19.35 feet (19.5') (plat call – S 88°59'39 W – 19.35') to an iron rod marking the northwest corner of said Lot 56, Block 5, Barrington Heights, Phase V and angle point in said 7.0257 acre B.A.G. Enterprises tract;

THENCE with the west line of said Lot 56, Block 5, Barrington Heights, Phase V and the most westerly east line of said 7.0257 acre B.A.G. Enterprises tract, South 03 degrees 33 minutes 37 seconds East (S 03°33'37" E) (plat call – S 01°23'48" E) at 130.88 feet (130.88') pass an iron rod marking the southwest corner of said Lot 56, Block 5, said corner being in the north right-of-way line of Ellington Lane, a 50 foot (50') wide street right-of-way, at 180.88 feet (180.88') pass an iron rod in the south right-of-way line of Ellington Lane marking the northwest corner of Lot 7, Block 6, Barrington Heights, Phase V, and continuing along said course for a total distance of 300.88 feet (300.88') (plat call) to an iron rod marking the southwest corner of said Lot 7, Block 6, Barrington Heights, Phase V, the southeast corner of said 7.0257 acre B.A.G. Enterprises tract, and the southeast corner of the herein described tract, said corner also marking the northwest corner of that certain 2.340 acre tract conveyed by Talisman Development, Inc. to Jefferson County Drainage District No. 6 (DD6) as recorded under County Clerk's File No. 2000022787 of the Official Public Records of Real Property, Jefferson County, Texas, and also marking the northeast corner of that certain 3.108 acre tract described in deed as Tract 2 conveyed by Delaware Extension Development, Ltd. to Jefferson County Drainage District No. 6 (DD6) as recorded under County Clerk's File No. 2003050607 of the Official Public Records of Real Property, Jefferson County, Texas,

THENCE with northerly line of said 3.108 acre (DD6) Tract 2, the southerly line of said 7.0257 acre B.A.G. Enterprises tract, and the most southerly line of the herein described tract, South 86 degrees 25 minutes 57 seconds West (S 86°25'57" W) for a distance of 66.94 feet (66.94') (DD6 deed call – S 89°20'13" W- 66.94') to an iron rod marking the point of curvature of a curve to the right having a central angle of 19 degrees 52 minutes

13 seconds ($19^{\circ}52'13''$), a radius of 640.00 feet (640.00'), and a long chord of 220.84 feet (220.84') which bears North 83 degrees 37 minutes 54 seconds West ($N 83^{\circ}37'54'' W$);

THENCE continuing along the northerly line of said 3.108 acre (DD6) Tract 2, the southerly line of said 7.0257 acre B.A.G. Enterprises tract, and said curve to the right for an arc distance of 221.95 feet (221.95') to an iron rod marking the most southerly southeast corner of the herein described tract;

THENCE North 13 degrees 29 minutes 20 seconds East ($N 13^{\circ}29'20'' E$) for a distance of 120.19 feet (120.19') to an iron rod located in a curve to the right, herein described segment of said curve having a central angle of 03 degrees 57 minutes 31 seconds ($03^{\circ}57'31''$), a radius of 520.00 feet (520.00'), and a long chord of 35.92 feet (35.92') which bears North 71 degrees 03 minutes 51 seconds West ($N 71^{\circ}03'51'' W$);

THENCE along said curve to the right for an arc distance of 35.93 feet (35.93') to an iron rod marking a point of reverse curvature of a curve to the left, herein described segment of said curve having a central angle of 00 degrees 57 minutes 03 seconds ($00^{\circ}57'03''$), a radius of 540.00 feet (540.00'), and a long chord of 8.96 feet (8.96') which bears North 69 degrees 33 minutes 36 seconds West ($N 69^{\circ}33'36'' W$);

THENCE along said curve to the left for an arc distance of 8.96 feet (8.96') to an iron rod marking the most westerly southwest corner of the herein described tract,

THENCE North 19 degrees 57 minutes 52 seconds East ($N 19^{\circ}57'52'' E$) for a distance of 50.00 feet (50.00') to an iron rod for corner;

THENCE North 03 degrees 33 minutes 37 seconds West ($N 03^{\circ}33'37'' W$) for a distance of 1,063.78 feet (1063.78') to an iron rod for corner,

THENCE South 86 degrees 26 minutes 23 seconds West ($S 86^{\circ}26'23'' W$) for a distance of 4.71 feet (4.71') to an iron rod for corner,

THENCE North 03 degrees 33 minutes 37 seconds West ($N 03^{\circ}33'37'' W$) for a distance of 186.87 feet (186.87') to an iron rod located in the north line of the herein described tract, said corner being in the southerly line of that certain 2.032 acre tract described in deed as Tract 1, conveyed by Delaware Extension Development, Ltd. Jefferson County Drainage District No. 6 (DD6) as recorded under County Clerk's File No. 2001014787 of the Official Public Records of Real Property, Jefferson County, Texas, and in the north line of the above referenced 20.0447 acre B.A.G. Enterprises, Inc. tract,

THENCE with the south line of the aforesaid 0.436 acre DD6 tract and continuing along the north line of the herein described tract, North 86 degrees 49 minutes 27 seconds East ($N 86^{\circ}49'27'' E$) for a distance of 726.11 feet (726.11') to the PLACE OF BEGINNING.

CONTAINING IN AREA 14.4163 acres (627, 974 square feet) of land, more or less.

NOW, THEREFORE, Talisman Development, Inc., a Texas corporation and B.A.G. Enterprises, Inc. (the "Declarant"), hereby makes this Phase VI Supplemental Declaration under and in accordance with the provisions of the Declaration.

The Declarant, being the owner of the above described 14.4163 acre tract, which is out of and a part of the 55.9027 acre "Future Development Tract" described in the Declaration and reflected upon the Phase 1 One Plat, has caused said 14.4163 acre tract to be subdivided and platted into an addition to the City of Beaumont, Jefferson County, Texas, know and to be known as Barrington Heights, Phase VI, an Addition to the City of Beaumont, Jefferson County, Texas ("Barrington Heights, Phase VI"), in accordance with the Final Plat of said Barrington Heights, Phase VI, prepared by Carroll & Blackman, Inc. and filed for record in the office of the County Clerk of Jefferson County, Texas, contemporaneously with this Phase VI Supplemental Declaration; and, acting under and pursuant to the provisions of the Declaration, the Declarant hereby bring said 14.4163 acre tract of land within the scheme of the Declaration and within the jurisdiction of the Association, and said Barrington Heights, Phase VI, shall henceforth constitute a part of the "Addition", as defined in the Declaration.

The Declarant hereby and herewith adopts the Final Plat of Barrington Heights, Phase VI (the "Phase VI Plat") and does hereby dedicate the easements for street and utility purposes shown and reflected upon the Phase VI Plat and does hereby impose upon the Lots in Barrington Heights, Phase VI, the basic restrictions and blanket easements set forth upon the Phase VI Plat.

As herein and hereby modified and supplemented, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration, together with all of the blanket and easements reserved, granted or created by the Declaration, are hereby extended and made expressly applicable to the 14.4163 acre tract herein and hereby subdivided, platted and declared as Barrington Heights, Phase VI; and all of such property shall be held, sold and conveyed subject to the easements, provisions, covenants, conditions, restrictions and reservations set forth in the Declaration, as modified and supplemented hereby, and to the easement and basic restrictions set forth and reflected upon the Phase VI Plat. All of the aforementioned easements, provisions, covenants, conditions, restrictions and reservations, as modified and supplemented hereby, shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in said 14.4163 acre tract, or any part thereof, and upon such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns.

As to the Lots in Barrington Heights, Phase VI only, Section 20 of ARTICLE VIII of the Declaration, entitled Minimum Set Back Lines, is hereby modified and amended to read as follows:

Section 20 Minimum Set Back Lines No dwelling structure, including attached or detached garage or other accessory building, shall be located nearer to the front Lot line or nearer to a side Lot line than the building set back line shown on the recorded plat or plats of the Addition. Except as provided later in this Section or in Section 21 below, no dwelling structure, including any attached or detached garage or other accessory building, shall be located nearer than fifteen feet (15') to the rear line of any Lot. With the prior

approval of the Committee pursuant to Section 5 of ARTICLE VII of this Declaration, the twenty-five foot (25') rear yard may be reduced to fifteen feet (15'), provided that no dwelling, attached or detached garage or other accessory building is located within the reduced rear yard.

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The modified or supplemental restrictions or limitations set forth in Par 4 of this Phase VI Supplemental Declaration are and shall be applicable solely and only to the Lots in Barrington Heights, Phase VI, and shall not in anywise be deemed or construed to supplement, amend or modify the provisions, covenants, conditions, restrictions and reservations of the Declaration as to any other Lots in the Addition. Further, as modified and supplemented by the Phase VI Supplemental Declaration, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Declaration are hereby and herewith expressly extended and made applicable to the Lots in Barrington Heights, Phase VI.

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JOINDER OF LIENHOLDER

Joinder of Hibernia National Bank Hibernia National Bank ("Lienholder"), being the holder of a lien on the Land and Future Development Tract, joins with Declarant in the execution of this Declaration for the purposes of (a) consenting to and adopting the Plat of the Addition, (b) consenting to the grant or dedication by Declarant of all easements for Public Streets and Alleys and all easements for utilities and drainage shown and reflected on the Plat, together with all other easements granted or reserved by Declarant in this Declaration; (c) subordinating its lien to all of the aforementioned easements and easement rights, and (d) subordinating its lien to the restrictions, covenants and conditions imposed by Declarant on the Addition by the Declaration. However, Lienholder joins herein solely as a lienholder and only for the purposes set forth above in this Declarant, nor does it not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, nor does it make any warranties, representations or guaranties, whether express or implied, with respect to any undertaking, covenant, warranty or representation of Declarant, or Declarant's successors or assigns.

IN WITNESS WHEREOF, Declarant has caused this Phase VI Supplemental Declaration to be executed on this 27th day of December, 2004.

DECLARANT.

Talisman Development, Inc., a Texas corporation

By Richard L. Guseman
Name Richard L. Guseman
Title President

B.A.G. Enterprises, Inc., a Texas corporation

By: Richard L. Guseman
Name RICHARD L. GUSEMAN
Title: VICE-PRESIDENT

LIENHOLDER:

Hibernia National Bank

By Chad Cox
Name: Chad Cox
Title: SUP

THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

This instrument was acknowledged before me on the 27th day of December, 2004, by **Richard L. Guseman**, President of **Talisman Development, Inc.**, a Texas corporation, on behalf of said Corporation

Joseph E. Pattie, II
Notary Public, State of Texas



THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

This instrument was acknowledged before me on the 27th day of December, 2004, by Richard L. Guseman, Vice President of B.A.G. Enterprises, Inc., a Texas corporation, on behalf of said Corporation

Joseph E. Pattie, III
Notary Public, State of Texas



THE STATE OF TEXAS

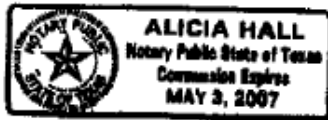
§

COUNTY OF JEFFERSON

§

This instrument was acknowledged before me on the 18th day of May, 2004, by Charles Cox, Sr. Vice President of Hibernia National Bank, on behalf of said Bank

Alicia Hall
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Scott C. Crutchfield
Crutchfield, DeCordova & Wood, P C
490 Park Street, Suite 210
Beaumont, Texas 77701

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

2005 Jan 05 01 49 PM

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CAROL \$28.00

CAROLYN L. GUIDRY COUNTY CLERK
JEFFERSON COUNTY TEXAS