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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
BROWNSTONE PARK
BEAUMONT, TEXAS

THIS DECLARATION, made on the date hereinafter set forth by S.D.B. DEVELOPMENT, L.P., a Texas Limited Partnership, by and through BROWNSTONE INVESTMENT CORPORATION, its General Partner, of Beaumont, Jefferson County, Texas, and hereinafter jointly referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property known as that certain 5.308 acre tract out of the H. Williams SR League, Abstract 56, Jefferson County, Texas, being out of that called 6.94 acre tract conveyed to S.D.B. Development, L.P. as recorded in Clerk's File No. 2001037270 of the Official Public Records of Real Property of Jefferson County, Texas, said 5.308 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found for the southeast corner of Lucas Place Townhomes a plat recorded in Volume 2 Pages 97 and 98 of the Condominium Records of Jefferson County, Texas, and the northeast corner of the said 5.308 acre tract;

THENCE South 00° 23' 15" West along the east line of the said 5.308 acre tract a distance of 57.26 feet (called South 00° 23' 15" West 57.26 feet) to a 3/4" iron rod found for an angle point;

THENCE South 00° 53' 44" East continuing along the said east line of the 5.308 acre tract a distance of 467.62 feet (called South 00° 53' 44" East) to a 1/2" capped iron rod set for the southeast corner of the said 5.308 acre tract, from which a 1/2" capped iron rod found for the southeast corner of the said 6.94 acre tract, being the northeast corner of Sandelwood Trail, a plat recorded in Volume 14 Page 38 of the Map Records of Jefferson County, Texas, bears South 00° 53' 44" East 159.58 feet (called South 00° 53' 44" East);

THENCE South 89° 58' 30" West along the south line of the said 5.308 acre tract, a distance of 444.37 feet to a 1/2" capped iron rod set in the east right-of-way line of West Lucas Drive for the southwest corner of the said 5.308 acre tract, from which a 1/2"

iron rod found for the southwest corner of the said 6.94 acre tract being the northwest corner of Lot 22, Block 31, Calder Highlands a plat recorded in Volume 4 Pages 155-157 of the Map Records of Jefferson County, Texas, bears South 00° 01′ 30" East 159.58 feet (called South 00° 01′ 30" East);

THENCE North 00° 01′ 30" West along the said east right-of-way line of West Lucas Drive a distance of 525.01 feet (called North 00° 01′ 30" East) to a 5/8" iron rod found for the southwest corner of said Lucas Place Townhomes and the northwest corner of the said 5.308 acre tract.

THENCE East along the south line of said Lucas Place Townhomes, being the north lien of the said 5.308 and 6.94 acre tracts, a distance of 437.68 feet (called East Vol. 376 Page 253 D.R.J.C., called 436.70 feet Vol. 2 Pgs 97-98 C.R.J.C. to the POINT OF BEGINNING and containing 5.308 acres if land, more or less.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BROWNSTONE PARK OWNERS ASSOCIATION, a Texas Non-Profit Corporation its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Addition, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Addition" shall mean and refer to the subdivided real property hereinbefore described.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) 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 (i) Lots reflected upon the Plat of the Addition and the improvements thereof; and (ii) water, sewer and other utility lines and appurtenances thereto lying, installed and maintained within the utility easements reflected and designated as such upon the Plat of the Addition.

Section 5. "Lot" shall mean and refer to any plat of land shown upon the recorded Plat of the Addition, with the exception of the Common Area.

Section 6. "Member" shall mean every person or entity who holds membership in the Association.

Section 7. "Declarant" shall mean STEPHEN D. BROWN, Trustee, or his successors.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

WHEREAS, Declarant is the owner of certain property known as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, BROWNSTONE PARK, an Addition to the City of Beaumont, County of Jefferson, State of Texas.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to that right of the Association to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of the members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment in and to the Common Area to the members of his family, his tenants, or contract purchasers, who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, including Declarant or its successors, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

Section 2. The Association shall have two (2) classes of voting membership:

(a) CLASS A. The Class A Members shall be all Owners with the exception of the Declarant. After the Conversion Date, Declarant shall also become a Class A Member to the extent Declarant is the Owner of a Lot or Lots.

(b) CLASS B. The Class B Members shall be the Declarant. The Class B Membership of Declarant shall cease and become converted to Class A Membership upon occurrence of the earlier of the following (the "Conversion Date"):

(i) When Declarant has sold or leased for a term in excess of forty (40) years its interest in ninety (90%) percent of the total Lots in the subdivision to unrelated third parties. A sale or a lease for such term to an unrelated third party shall include a sale or lease to joint ventures or partnerships that include Declarant as a co-venturer or partner; or

(ii) on the 1st day of January, 2003; or

(iii) Such earlier date as may be established by Declarant in a supplemental Declaration to be recorded by Declarant.

Until the Conversion Date, the Class A Members shall not be entitled to vote (except as provided for the levying of Special Assessments for capital improvements under Article V, Section 4 of the Declaration and amendments to the Declaration under Article XI, Section 3 therein). The Class B Members shall be entitled to one (1) vote for each lot in which it holds the interest required for membership.

From and after the Conversion Date (and at anytime with respect to votes pertaining to Special Assessments for capital improvements and amendments to the Declaration), each Class A Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for Association membership. Where more than one person or entity holds such interest in any Lot, all such persons collectively shall be a single Member, and the vote for such Member shall be exercised as the several parties shall determine among themselves, provided however, that in the aggregate no more than one (1) vote shall be cast with respect to each lot owned. If a member owns a Lot and in addition thereto owns a fraction of another Lot, then such Member's vote will be increased by the percentage in which that Member's interest bears to the total Lot. For example, if a Member owns one Lot and one-half of another Lot, then that Member will be entitled to 1.5 votes.

The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or the Declaration during the period or ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

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 Owner's deed for such Lot, whether or not it shall be so expressed in Owner's deed, to pay to the Association (i) annual assessments and (ii) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien of each Lot against which such an assessment is made. Each such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien of each Lot against which such an assessment is made. Each such assessments, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligations 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 successor in title to such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively: (i) to promote the health, safety, and welfare of the residents in the Addition; and (ii) for the improvement and maintenance of the Common Area within the Addition. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the Common Area.

(b) Maintenance and repair of the street situated on the Common Area within the Addition; and water, sewer, storm drainage and other utility lines in or serving the Common Area.

(c) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitee, tenants and contract purchaser of any Owner, arising out of their occupancy and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(d) Workmen's compensation insurance to the extent necessary to comply with applicable laws, and any other insurance deemed necessary by the Board of Directors of the Association.

(e) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(f) Any other materials, supplies, labor, services, maintenance, repairs, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors, for the benefit of Lot Owners, or for the enforcement of these restrictions.

(g) In addition to the maintenance of the Common Area, the Association shall provide the following: (i) mowing, trimming and care of grass and shrubbery on the exterior side of the perimeter fence; and (ii) maintenance and repair of the fence surrounding the addition.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area. Any special assessment shall have the assent of two-thirds (2/3rds) of the vote of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Action Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) or more of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a monthly basis.

Section 7. Date of Commencement of Annual Maintenance Assessments; Due Dates. The annual maintenance assessments provided for herein shall commence as to each Lot on the first day of the calendar month next following the month in which the conveyance of a Lot by the Declarant to an Owner occurs. The first annual assessment shall be adjusted according to the number of months remaining in the annual assessment period (whether a calendar or fiscal year, as determined by the Board of Directors of the Association). The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of Association. Any assessment not paid within ten (10) days of the due date shall bear interest from the due date at the highest legal rate provided by law at the time of non-payment. To secure the prompt payment of the aforementioned assessments, a lien is hereby created and granted for the benefit of the Association upon each Lot, and all improvements, additions, fixtures and appurtenances hereinafter placed thereon. The Association may bring an action by law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of Owner's Lot.

Section 9. Power of Sale. To secure and enforce the payment of said assessments, and for the auxiliary and cumulative enforcement of said lien hereinabove created, Declarant has granted, sold and conveyed and by these presents does grant, sell and convey unto EDDIE R. SCHROEDER, Trustee, of Jefferson County, Texas, and his substitute or successors, the hereinbefore described real property and all improvements, additions, fixtures and appurtenances hereafter placed thereon. To have and to hold the said premises, together with the rights, privileges and appurtenances unto the said Trustee, and to his substitutes or successors forever. And Declarant does hereby bind itself, its successors and assigns, to warrant and forever defend the said premises 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, for and upon the following trusts, terms, covenants, and agreements, to-wit: That whereas, Declarant, its successors and assigns may hereafter become justly indebted to the Association, as evidenced by the hereinbefore mentioned assessments; should Declarant, its successors and assigns do and perform all of the covenants and agreements herein secured as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect.

That in the event of default in the payment of any assessment hereby secured, in accordance with the terms hereof, it shall thereupon, or any time thereafter, be the duty of the Trustee, or his successor or substitute, at the request of the Association (which request is hereby conclusively presumed) to enforce this trust and make sale of the above described and conveyed property, or any portion thereof, as provided in Section 51.002 et seq, Property Code State of Texas, after notice as provided in said Section (but without any other notice than is required by said Section 51.002 et seq, Property Code State of Texas), selling all of the property as an entirety or in parcels as the Trustee acting may elect, and make due conveyance to the purchaser or purchasers, with general warranty binding the grantor, grantor's heirs, legal representatives, successors and assigns; and out of the money arising from such sale, the Trustee acting shall first pay all expenses of advertising said sale and making the conveyance, and then pay to the Association, the full amount of assessments owing, interest thereon, and reasonable attorneys' fees, rendering the balance of the sales price, if any, to grantor, grantor's heirs, legal representatives, successors or assigns; and the recitals in the conveyance to said purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed and such sale and conveyance shall be conclusive against grantor, grantor's heirs, legal representatives, successors and assigns.

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 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 (to be exercised through its Board of Directors) 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 Trustee, the estate and title in and to all said premises, and he shall thereupon hold possess and execute all the rights, title, powers and duties herein conferred upon the Trustee named herein; and the right to appoint a successor or substitute Trustee shall exist as often and whenever from any of said causes any Trustee, original or substitute, cannot or will not act, or has been removed without cause. The exercise or attempted exercise of the power of sale herein contained shall not exhaust said power of sale and shall not prevent any subsequent exercise thereof.

It is especially agreed that, in the event of a foreclosure under the powers granted herein, the person in possession of said property shall thereupon become the tenant-at-will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand, the purchaser shall thereupon, at his or her option, be entitled to institute and maintain the statutory action for forcible detainer and procure a writ of possession thereunder. This provision shall in no wise preclude the purchaser from bringing any other legal action for possession of said property and the bringing of one character of action shall not preclude the other, and the same may be exercised separately or simultaneously.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to any purchase money mortgage or any constitutional mechanic's and materialman's lien contract, Home Equity Loans and/or any renewal or extension of same. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due of from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; except that the

existence of an easement of any Lot shall not exempt such Lot from full and uniform assessment as if such easement were not located thereon; (b) all Common Area as defined in ARTICLE I, Section 4 hereof as it applies to liens although assessments and charges may be made on this property; and (c) all property exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption. Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempted from sale, assessments, charges or liens.

Section 12. Books and Records. Proper books and records shall be kept with reference to all assessments, and each Owner shall at all reasonable times during business hours have access thereto. The books and records shall be kept in such a manner as to separately identify the payments and assessments for utility service, maintenance and capital improvements. No payment or assessment account shall be transferred or debited or credited to another account.

ARTICLE VI

OWNER'S OBLIGATION TO REPAIR AND MAINTAIN

OBLIGATION TO REBUILD

Section 1. Owner's Obligation to Repair and Maintain Residence. Each Owner, shall, at Owner's sole cost and expense, perform such repairs and maintenance as shall be required to keep Owner's residence in a condition comparable to the condition of such residence at the time of its initial construction, excepting only ordinary wear and tear. Additionally, each Owner shall maintain Owner's yard area and all sidewalks, and driveways on Owner's Lot. In the event an Owner shall fail or refuse to make such repairs or perform such maintenance, and such failure or refusal shall continue for more than forty-five (45) days from delivery of written notice from the Association to the Owner (or, if more than one (1) Owner, to any of them) specifying the maintenance or repairs required to be made, the Association may, at its election, cause such maintenance and repairs to be performed. The costs of making or performing such maintenance and repairs

shall then be an additional assessment to which such Lot is subject and shall be due and payable to the Association in the month next following the delivery to the Owner (or, if more than one (1) Owner, to any of them) of a written itemized statement of costs of such maintenance and repairs. This assessment shall be secured by the same lien or liens and shall be enforceable in the same manner as any other assessment upon shall Lot.

Section 2. Owner's Obligation to Rebuild. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to such casualty. Reconstruction will be undertaken within three (3) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Authority of Architectural Control Committee. No building, fence, wall or other structure shall be commenced, erected, placed or maintained upon any Lot in the Addition or upon any portion of the Common Area, nor shall any exterior addition to or change or alteration of any improvement in the Addition be made, until the plans and specifications therefor, showing the kind, shape, height, materials and location of same, have been submitted to and approved in writing by the Architectural Control Committee as to the quality of materials, the harmony of external design and location in relation to other existing or planned structures and overall topography. Plans and specifications shall reflect all driveways and sidewalks required to serve the Lot, even though the same, in whole or in part, extend beyond the perimeter boundaries of the Lot. The Architectural Control Committee shall give or withhold approval (as is in the judgment of the Committee proper) of all matters set forth above. In the event the Architectural

Control Committee fails to approve or disapprove plans and specifications within thirty (30) days after same are submitted to it in writing, approval will not be required and the related covenants will be deemed to have been fully complied with.

Section 2. Composition of Committee; Vacancies; Delegation of Authority; and Surrender of Authority. The Architectural Control Committee shall be composed of one (1) or more persons to be appointed by Declarant. Declarant herewith appoints STEPHEN D. BROWN, as the member of the initial Architectural Control Committee. In the event of the death, inability to serve, or resignation of a member of the Architectural Control Committee, the remaining members of the Committee shall have the power to designate a successor. The Committee shall have the power to designate a representative to act for it. No member of the Committee or its designated representative shall be entitled to demand or receive any compensation or fee as a condition to the Member's examination or approval of plans or specifications submitted or to be submitted to the Committee hereunder. Upon the completion of construction of a residence upon each and every Lot in the Addition, the Architectural Control Committee may, by instrument, in writing, executed by a majority of the then members of the Architectural Control Committee, surrender its authority, powers and duties under this Article to the Board of Directors of the Association or to a committee appointed by the Board of Directors.

ARTICLE VIII

MAINTENANCE BY ASSOCIATION

Section 1. Maintenance of Common Area. It shall be the duty and obligation of the Association to (i) maintain and repair the Common Area of the Addition, together with all structures and improvements thereon; (ii) maintain and repair all water, sewer, storm drainage and other utility lines in or serving the Common Area (which are not dedicated to general public use); (iii) maintain and repair streets situated on the Common Area within the

Addition; and (iv) maintain the perimeter fence and the exterior side of the shrubbery along the perimeter fence.

ARTICLE IX

USE RESTRICTIONS

The Lots and Common Area shall be occupied and used as follows:

Section 1. Residential Use. No Owner shall occupy or use his Lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests and tenants. The use of satellite dishes, swimming pools and tennis courts are permitted if not in violation with clauses elsewhere contained herein; provided specifically, satellite dishes must be constructed and kept at ground level and not be visible from the subdivision streets.

Section 2. Obstruction of Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors.

Section 3. Insurance. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors. No Owners shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners, as determined by the Homeowners Association. No boat, trailer, jeep type vehicles, truck (except for a pickup truck having a manufacturer's rated carrying capacity for three-fourths [3/4] ton or less), camping or recreational vehicle shall be parked or stored upon any Lot in the Addition on a "permanent basis" (as hereinafter defined) except wholly within an enclosed

garage appurtenant to a dwelling; nor shall any such boat, trailer, jeep type vehicles, truck, camping or recreational vehicle be parked upon a street or driveway in the Addition on a "permanent basis" (as hereinafter defined). A "permanent basis", as that term is used above, shall mean any period of forty-eight (48) consecutive hours or any period of twelve (12) consecutive hours on any two (2) consecutive days. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, drive, driveway or yard adjacent to the Common Area, or in the Common Area.

Section 5. Signs. No sign of any kind shall be displayed to public view on any Lot or building except one (1) sign of not more than eight (8) square feet in area advertising the merits of the property for sale or rent. During the construction and initial sales period of the dwelling units the Builder may use other signs and displays to advertise the merits of the property for sale or rent.

Section 6. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, barn or other out buildings shall be used on any Lot at any time as a residence, either temporary or permanently; nor shall any used residence or other used structure be moved onto any Lot during the construction and sales period of the initial dwelling units the Builder may erect and maintain such structures as is customary in connection with such construction and sale of such property, including, but without limitation, storage areas, construction yards, signs, model units and sales offices.

Section 7. Oil and Mining Operation. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot by the Declarant or any subsequent owners deriving title to the property herein.

Section 8. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot,

except that dogs, cats or other household pets may be kept provided that they shall not become a nuisance and are kept, bred or maintained for any commercial purposes.

Section 9. Garbage and Refuse Disposal. No Lot or any part of the Common Area shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall be kept screened by adequate planting or fencing so as to conceal them from public view. There is reserved in favor of the Association the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal of such materials shall be kept in clean and sanitary condition.

Section 10. Sewage Treatment. No sewage treatment system shall be permitted on any Lot.

Section 11. Owner's Maintenance. The Owner shall maintain and keep in repair the following equipment and lines located outside the residence: air conditioning compressor, condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer line connecting the residence to the sanitary sewer collection system, electric power service conductors from the exterior of the building to the point of connecting to the electric utility company's junction box or transformer, electric circuit breakers, and portion of natural gas and/or telephone service lines located on the Lot but not maintained by the gas and/or telephone companies.

An Owner shall do no act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residence or their Owners.

All owners shall maintain their yards on their property in a neat, clean and orderly fashion.

Section 12. Annoyance. No activity shall be carried on upon any Lot or Common Area which might reasonably be considered as giving annoyance to neighbors or ordinary sensibilities and which

might be calculated to reduce the desirability of the Addition as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit.

Section 13. Minimum Square Footage Requirements. No one story or split level dwelling shall be permitted on any Lot in the Addition in which the living floor area of the main structure excluding open porches, carports and garages) shall be less than two thousand (2,000) square feet; nor shall the first floor of any two story or story and one-half dwelling on any Lot have less than one thousand five hundred (1,500) square feet. No Two story home will be permitted on Lots 1through 5.

Section 14. Exterior Construction Materials. Any dwelling and all structures appurtenant thereto constructed on any Lot in the Addition shall have the exterior thereof constructed of no more than 50% wood, builder may use stone or brick veneer, stucco, or other masonry material. This requirement may be waived by the Architectural Control Committee, or by its duly authorized representative, provided such committee or representative shall expressly approve (in advance of commencement of construction) the substitution of other exterior construction materials which shall, in the sole opinion of the Committee or its representative, no detract from or adversely affect the harmony of external design or appearance of the subject structure or other structures in the Addition.

Section 15. Minimum Setback Requirements. No structure shall be located nearer the front Lot line than the building setback lines shown on the recorded Plat of the Addition. Front setback is 25 feet from property line. Side set backs for homes is no less than five (5) feet to any side Lot Line for one-story homes, and no less than seven and one-half (7 1/2) feet to any side Lot Line for two-story homes.

Section 16. Garage and Outbuilding.

All detached garages shall be built in the back of the primary residence, and the location and placement thereof must be approved by the Architectural Control Committee. Detached garages may be as close as two one-half (2 1/2) feet from side lot lines providing that it does not encroach on an easement. some homes may require a porte-cochere.

Section 17. Roof Materials. Any dwelling and all structures appurtenant thereto on any lot in the addition shall have at least architect 80 (or equal) as a minimum roofing requirement.

Section 18. Sidewalks. Any sidewalk constructed from home to street or home to driveway must have decorative brick boarder.

Section 19. Fences.

Fence placement must be approved by the Architectural Control Committee and all fences shall be constructed of brick or brick and wood, and all properties will be fenced to a height of eight (8) feet. All wooden fences shall have brick columns, and shall have a 1 x 6 board at the top to be approved by the Architectural Control Committee.

Section 20. Gates in the Perimeter Fence. No gates shall be allowed in the perimeter fence. However, the Architectural Control Committee may waive this requirement.

Section 21. Chimneys. All fireplace chimneys shall be in brick or acceptable materials, to be approved by the architectural committee.

Section 22. Ceiling Height. The first floor of all dwelling structures will have a minimum ceiling height of ten (10) feet. And all second floors shall have a minimum ceiling height of nine (9) feet.

Section 23. Elevation. It is recommended that tops of slabs be no less than 18 inches above tops of street curbs.

Section 24. Garage Sales. No Owner shall conduct any sales on any lot in the nature of a garage sale or the like. What constitutes a "Garage sale or the like" within the meaning of this

prohibition shall be determined by the Architectural Control Committee.

Section 25. Driveway Construction.

Curb cuts from the subdivision streets cannot exceed 22 feet in width, and all driveways within 12 feet of the curb cannot exceed 18 feet in width; provided further, with respect to circular driveways in front of the dwelling, that portion of the driveway which is parallel to the subdivision street may have a width not to exceed 20 feet. Location of driveway and garages of all lots must be approved by the Architectural Control Committee.

Section 26. Driveway Surfaces. Driveways may be constructed using black smooth finished concrete. All driveways must use material approved by the Architectural Control Committee. Brick, black concrete, and pea gravel are some of such materials which may be submitted for approval.

Section 27. Yards.

(a) Each shall spend not less than $2,000.00 Min. for plants in front of homes. All front yards (and all yards which can be seen from the street) of all dwellings must be solid sodded and landscaped in a manner having the prior approval of the Architectural Control Committee before the dwelling is occupied as a residence. Any builder constructing any improvements upon any Lot will be personally liable to complete and pay for such sodding and landscaping. No exterior Christmas lights or decorations will be erected or displayed on any lot between January 15 and November 15 in a year, nor will any flags be displayed other than the flag of the United Stats of America or the State of Texas, without prior approval of the Architectural Control Committee as to both type and location. Whether exterior lights and decorations constitute Christmas lights or decorations within the meaning of this provision will be determined in the sole judgment of the Architectural Control Committee.

(b) Any owner of any lot must, prior to construction, maintain the lot, mowing all cleared areas. Should any owner fail to maintain his lot, the Home Owner's Association reserves the

right to mow and maintain said lot, the cost of which will be billed by the Association to the owner, and if unpaid, the sum will be deemed a Lien and will be considered an assessment against the property and if unpaid, shall be subject to Article 5, Section 8 and 9 hereof.

Section 28. Drainage. No building will be constructed in such a manner as to allow direct drainage from the roof or any part capable of collecting precipitation onto any property in the Addition (including but not limited to streets dedicated herein) other than the lot on which said building is located. All lots, with the emption of those lots adjacent to a drainage ditch, must drain to the street in the front of the lot, unless back of home has drainage ditch. Further, all underground drainage pipe to the street shall be flush with the curb.

Section 29. No permanent Basketball or other types of goals may be placed on the lots, with only temporary goals permitted, which said goals must be removed and stored while not in use, nor shall childrens toys be permitted in the yards, driveway or sidewalks overnight, or when not in use.

ARTICLE X

EASEMENTS

Section 1. Blanket Easements. An easement over and upon every Lot and all of the Common Area of the Addition is hereby granted to all police, fire protection, ambulance, garbage and trash collection vehicles and personnel to enter thereon in the performance of their duties. Further, a like easements is herewith granted to the Association, its representatives, agents and employees, to enter in and upon to cross any Lot and the Common Area of the Addition for the purpose of performing the duties of maintenance and repair herein provided.

Section 2. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown and designated as such on the recorded subdivision Plat and are hereby dedicated to public use by Declarant. Within the utility or drainage easements, no

structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easement.

(b) No dwelling unit or other structure of any kind (except as hereinafter provided) shall be built, erected or maintained on any such easement, reservation or right-of-way, and any such easement, reservations and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its agents, employees and contractors, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-way are reserved. Easements for underground utilities may be crossed by walkways and driveways, provided hat there are prior arrangements made for such crossings with the utility company or municipal agency furnishing service therein, and provided further that Declarant or any utility company or municipal agency furnishing service therein or using the easement shall not be liable for any damage done by them, their agents, employees, or contractors to such walkways and driveways in the course of installing, maintaining or removing utility lines and appurtenances thereto within such easements.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including temporary restraining orders and injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so

thereafter. To the extent that one of the parties above referred to has been successful on the merits or otherwise in the prosecution or defense of any action, suit or proceeding, whether civil or criminal, such person shall be indemnified against such expenses (including costs and attorney's fees) actually and reasonably incurred by such party in connection therewith.

Section 2. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated, using the same procedure provided for amendments herein. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, including Declarant or its successors, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, including Declarant or its successors. Any amendment must be recorded.

IN WITNESS WHEREOF, Declarant, STEPHEN D. BROWN, Trustee, has executed this Declaration on the 9th day of September, 2002.

S.D.B. DEVELOPMENT, L.P.

BY: BROWNSTONE INVESTMENT CORPORATION

Its General Partner

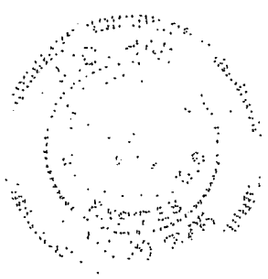
By: _____

STEPHEN D. BROWN, President of
Brownstone Investment Corporation

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared STEPHEN D. BROWN, President, of BROWNSTONE INVESTMENT CORPORATION, a Texas corporation, known to me through his Texas Driver's License, to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of September, 2002.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

EDDIE R. SCHROEDER
505 WEST LUCAS
BEAUMONT, TEXAS 77706

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Sandy Walker

2002 OCT 11 08:53 AM 2002038071
SANDY WALKER
COUNTY CLERK
JEFFERSON COUNTY, TEXAS