



**RESTRICTIONS, COVENANTS, EASEMENTS AND AGREEMENTS FOR
BERGERON ADDITION PHASE III**

Date: 11-3-2016

Declarants:

Raymond Dale Bergeron a/k/a Dale Bergeron, Individually and as the Independent Executor of the Estate of Virginia Rita Bergeron, deceased;

Clifton J. Bergeron, Jr., Individually;

Jana K. Ellison, Individually and as the Independent Executrix of the Estate of Jackie K. Bergdorf a/k/a Jacqueline K. Bergdorf, deceased;

Jada K. Melancon, Individually

Subdivision Name:

Bergeron Addition Phase III

Current Development:

Bergeron Addition Phase III, a subdivision in Jefferson County, according to the plat recorded under County Clerk's File No. 2016034676 in the Official Public Records of Jefferson County, Texas.

Consideration:

Good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Declaration:

Declarants, being the owners of the Current Development, do hereby approve, adopt and impose the following restrictions, covenants and agreements on the Current Development. The following shall be covenants running with the land of the Current Development and shall be binding on all parties that now or hereafter own or use any lot or parcel in the Current Development.

Restrictions, Covenants, Easements and Agreements:

Residential Use: All lots shall be used for residential purposes only and improvements thereon shall be limited to single-family dwellings and appropriate outbuildings as hereinafter specified. Commercial use of any lot, including any home based business activities, is strictly prohibited.

Single-Family Dwellings: No multiple residential structures shall be constructed, placed or permitted on any lot. Residential structures placed on lots must be detached single-family dwellings. No residential structure shall be permitted on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height, with a private garage for not more than four (4) cars, and with such other outbuildings as are merely incidental to the residential use of such lot or are otherwise provided for herein, and are not inconsistent with the other provisions hereof. All garages shall be in harmony with the main dwelling, and no detached garage shall be located nearer the front of the lot than the rear building line of the residence.

Dwelling Size: All lots are hereby restricted (a) so that no dwelling whether one-story or two-stories, shall be permitted thereon in which the living floor area of the main structure, including utility and storage rooms which are an integral part of the main dwelling, but exclusive of garages, porches, sundecks, and balconies, shall be less than 1,500 square feet, and (b) further, so that no two-story dwelling shall be placed thereon in which the main structure first floor living area, as defined in (a) above, is less than 1,200 square feet. All dwellings must be built on a concrete slab.

Building Setback: No dwelling or permitted accessory building, or any parts thereof, shall be located nearer to the front lot line than twenty five(25) feet or street abutting side lot line than seven and one half (7.5) feet. In addition, any lot encumbered by a pipeline and/or a pipeline right of way, the lot owner shall contact the applicable pipeline company(s) and determine what building setback lines, if any, may be applicable to such pipeline or pipeline right of way. Determination of applicable building setback lines from existing pipelines and/or pipeline rights of way shall be the sole responsibility of the lot owner and shall not be the responsibility of the Declarant.

Location of Buildings: No dwelling or detached garage, which does not include other permitted accessory buildings, shall be located nearer than five (5) foot to the interior lot line.

Improvements:

- A. No dwelling shall be built more than two (2) feet vertical overhead clearance from natural ground level. Construction shall proceed with reasonable diligence once pilings have been installed, a slab has been poured or a chain wall has been constructed. All tie-ins in the existing county road shall include appropriate culverts and covering with appropriate sand-clay mix, then concrete. Visible brickbats, concrete chunks, or other salvage type debris shall not be allowed to show. Culvert entrance widths must be a minimum of twenty (20) feet wide, and entry culvert type, size, and installation for each lot shall be approved by the appropriate Jefferson County Entity. All driveways must be ditched, crowned appropriately with a road grader or grader-like machine. Driveways must be covered with concrete within 60 days from terminating construction of the dwelling or outbuildings.
- B. No structure of temporary character, trailer, mobile home, manufactured home, tent, shack, barn, garage, or other outbuildings shall be permitted on any lot nor at any time be used as a residence for people, either temporarily or permanently, on any lot or tract of land. All outbuildings such as shops, barns, garages, storage sheds, and others must be permanently constructed or placed on the lot, and maintained in a good workman-like manner and be in harmonious design suitable for the area.
- C. Not more than one (1) outbuilding incidental to the residential use of each lot may be located on any lot. Any shop, garage, or other outbuilding shall be constructed and maintained of new material so as to create harmonious surroundings.
- D. No building material of any kind or nature shall be placed or stored on any lot until owner is prepared to commence, and complete without unusual delay, the construction. Construction of exterior walls and roofing must be completed within four (4) months from initiation of construction. The lot shall be kept clean of debris, waste, salvage material, residuals of building, etc. including removal of temporary electric poles, signs and the like. This complete clean-up shall be done immediately after completion of the building phase of any structure.

Parking: No disabled or non-operating vehicles of any size shall be placed on any lot on a permanent basis (eight (8) consecutive hours). No trucks (except for those having a manufacturer's rated carrying capacity of one (1) ton or less), boats, boat trailers, trailers, camping trailers, mobile homes, recreational vehicles or similar vehicles shall be parked or stored on any lot in such a manner as to extend beyond the front of the dwelling, nor shall they be parked, placed or stored in the street or streets abutting or adjoining any lot.

Antennas and Satellite Dishes: No exterior television or radio antennas of any sort, including, but not limited to, satellite dishes antennas, should be placed, allowed or maintained upon any lot in such a manner as to extend beyond the front of the dwelling. The only antennas which may be erected are to be standard residential receiving of television, FM or AM radio signals, and shall not exceed twenty-five (25) feet in height. Shrubs, plants, or bushes shall be required around such dishes or antennas in such a manner as to conceal or partially obstruct the obvious views of such equipment from the public roads.

Sight Line Distance at Intersection: No fence, wall, hedge or shrub planting which obstructs sight line at elevation between two (2) or seven (7) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Fences: No fence or wall shall be erected or placed on any lot between the road and the front of the dwelling. All fencing used elsewhere shall be constructed of commercial or residential grade fencing material, and no fence shall be constructed of used or salvaged material of any kind. All fences shall be constructed and maintained in a good and workman-like manner. Any fence not constructed in this manner as determined by Declarant shall constitute a violation of these restrictions.

Used Buildings: No existing or used dwellings or permitted accessory buildings shall be moved and placed on any lot from another location. All dwellings and permitted accessory buildings must be of new construction.

Animals: No farm animals or livestock of any kind shall be kept or maintained on said property or any portion thereof. There shall not be erected on any part of the property herein any stable, barn or other structure for housing farm animals or livestock.

Pets: No pets of any kind shall be raised, bred or kept on any lot, except provided for herein. Dogs, cats and other household pets may be kept on any lot, provided that they are not located on any lot prior to completion of construction of a residential dwelling and do not constitute a nuisance to adjoining property owners or a health or safety hazard.

Signs: No signs of any kind shall be displayed to the public view on any lot except one (1) sign of not more than three (3) square feet advertising the property for sale, or signs used by a builder and his suppliers in advertising the property during the construction and sales period.

Loud, Boisterous, Obnoxious, or Offensive Activities: No loud, boisterous, obnoxious, or offensive activity shall be carried on nor permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance, nuisance or hazard to the neighborhood.

Vehicle, Machinery, and Equipment Repairs: No major repairs, dismantling, or assembling of motor vehicles or any other machinery, equipment, appliances, devices, etc. shall be permitted on any lot, in any street, drive, driveway, or yard adjacent to a street or cul-de-sac.

Trash: No lot shall be used or maintained as a dumping ground for trash, refuse, rubbish, garbage, salvage materials, or other waste. Trash, garbage, or other waste shall not be kept except in sanitary containers until regular sanitary waste removal date.

Condition of Lots: All lots shall be kept in a neat and orderly condition, grass and weeds shall be cut regularly and trash, junk, junk cars, and refuse shall not be kept or allowed on any lot, nor shall unsightly articles, objects or things of a salvage nature be placed thereon.

Casualty: If all or any portion of a residence is damaged or destroyed by fire, wind, hail, water, vandalism, or other casualty, the owner thereof shall with all due diligence rebuild, repair or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to such casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners. Or, all of the structures may be immediately torn down and removed from the lot, including slab, plumbing pipes, etc. and the lot returned to the natural state.

Miscellaneous: No lot shall be used for vicious, illegal, or immoral purposes, nor for any purposes in violation of the laws of the State of Texas, the United States of America, or Jefferson County, Texas or in violation of the provisions and restrictions set forth in this agreement.

Water and Sewer: When a water or sewer line is laid along any street or easement in said subdivision it shall be incumbent upon the purchaser of any lot which abuts said street or easement to establish a connection with such lines without delay, and thereafter make use of them. All sewer and water services will be provided by West Jefferson County Water District, or their successors and assigns. Water wells, septic systems and the like are strictly prohibited.

Easements and Electrical and Telephone Service: Easements for installation and maintenance of utilities, water and drainage facilities may be reserved on some lots in the addition. No building of a permanent nature may be erected over or above said easements. Where electrical and telephone service on any lot is underground, the utility companies are hereby given and granted the right to cross each lot or building site from the utility easements of record to serve the improvements as permitted herein to be placed thereon by the owners thereof. No excavations, structure, trees, or other obstructions shall be permitted on or over such above ground or underground lines. No authorized entity using easements shall be liable for any damages done by such entity to shrubbery, trees, flowers or other property of owner situated within any such easement but such entity shall return the property to its original state of

condition after the work is done. Each property owner is responsible for upkeep and grass mowing of any easements on their property.

Enforcement: If there is a violation of, or an attempt to violate, any of the provisions hereof, it shall be lawful for any person or corporation or other entity owning a lot (or any interest therein) in the current development, to prosecute any proceedings at law or in equity, or both at law and in equity, against the person, persons, corporations or other entity or entities violating or attempting to violate any of the provisions thereof. Such actions may be brought to prevent violations or to recover damages or other compensation for such violations, or both. Damages include reasonable and necessary attorney's fees incurred in prosecuting any action. Provided, however, that any proceedings hereunder, at law or in equity, or both, shall be brought within two (2) years from the date of such violation was first committed and not thereafter. Failure to enforce any of the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter. If violations such as piling trash on a lot, not regularly and timely mowing the grass on a lot, or otherwise not maintaining a lot in a manner consistent with the appearance of other lots in the subdivision, are not remedied in a timely manner, then any Declarant, or any person appointed or authorized by the Declarant, may enter upon any such lot and remedy the violation. All reasonable costs or expenses associated with such action shall be paid by the owner of such lot.

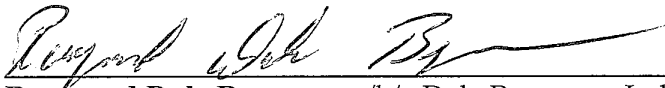
Any violation of any of the covenants, agreements, reservations and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor under any mortgage or deed of trust, or to the assignee of any mortgage, trustee or grantor under any such mortgage or deed of trust outstanding against the said property at the time the agreements, restrictions, easements, regulations and covenants or any of same shall have been violated.

These restrictions, easements and covenants are hereby declared to run with the land and shall be fully binding upon all persons acquiring property in said subdivision, whether by descent, devise, purchase or otherwise, and any person, by the acceptance of title to any lot or parcel in said subdivision, shall thereby be bound to abide by and fully perform the foregoing covenants and restrictions. These covenants and restrictions shall be binding for as long as Declarant, or Declarant's heirs and assigns, own or hold an interest in the surface estate of any lands located within the current development described herein. Thereafter, these restrictions shall automatically be renewed for a period of twenty (20) years. In addition, said restrictions may be amended at any time by Declarant, or Declarant's heirs and assigns. Declarant reserves the right, but not the obligation, to include within the restrictions and provisions of this agreement, all or any portion of lands hereinafter acquired by Declarant, or Declarant's heirs and assigns. These restrictions, easements and covenants herein may be assigned, devised or otherwise transferred in whole or in part by Declarant, or Declarant's heirs and assigns, and all restrictions, easements and covenants herein shall extend to their respective heirs, devisees, executors, administrators, successors and assigns.

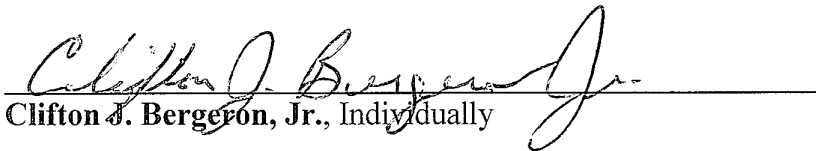
Each and all of said covenants, restrictions and agreements shall be deemed and construed to be continuing, and it is expressly agreed and understood that the waiver of any breach of the covenants, agreements, restrictions or conditions herein contained shall not be construed to be a waiver of any other breach of same, or other covenants, agreements, restrictions or conditions, nor shall failure to enforce any one of said restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition. Invalidation of any one or more of these covenants or restrictions by judgement

of any Court shall in no way affect any of the other covenants, restrictions, provisions or conditions herein contained, which shall remain in full force and effect.


Signatures of Declarants:



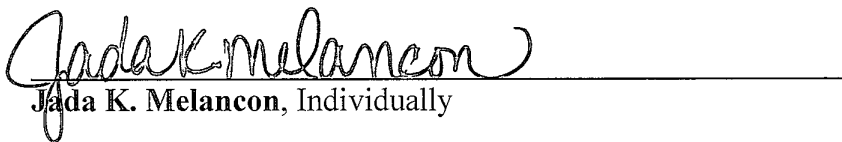
Raymond Dale Bergeron a/k/a Dale Bergeron, Individually and as the Independent Executor of the Estate of Virginia Rita Bergeron, deceased



Clifton J. Bergeron, Jr., Individually



Jana K. Ellison, Individually and as the Independent Executrix of the Estate of Jackie K. Bergdorf a/k/a Jacqueline K. Bergdorf, deceased



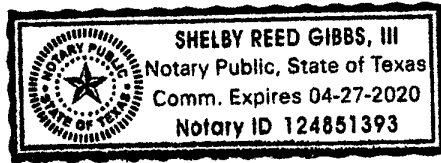
Jada K. Melancon, Individually

ACKNOWLEDGMENTS NEXT PAGE

THE STATE OF TEXAS }

COUNTY OF JEFFERSON }

This instrument was acknowledged before me on this the 24 day of October, 2016, by Raymond Dale Bergeron, known to me to be the person whose name is subscribed to the forgoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

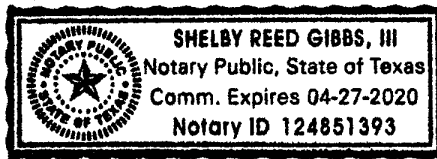


Shelby Reed Gibbs III
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF JEFFERSON }

This instrument was acknowledged before me on this the 24 day of October, 2016, by Clifton J. Bergeron, Jr., known to me to be the person whose name is subscribed to the forgoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.



Shelby Reed Gibbs III
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF Brazos }

This instrument was acknowledged before me on this the 14 day of October, 2016, by Jana K. Ellison, known to me to be the person whose name is subscribed to the forgoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

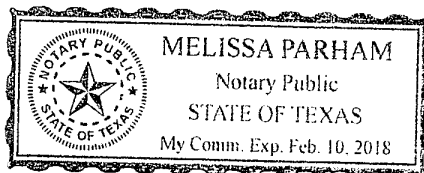


Teresa Hernandez
Notary Public, State of Texas

THE STATE OF TEXAS }

COUNTY OF Chambers }

This instrument was acknowledged before me on this the 17 day of October, 2016, by Jada K. Melancon, known to me to be the person whose name is subscribed to the forgoing instrument, and swore and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.



Melissa Parham
Notary Public, State of Texas

Return to:
JACQUE BERGERON
7435 PHELAN
BEAUMONT, TX 77706

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

November 03, 2016 11:29:48 AM

FEE: \$50.00

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