

RESTRICTIONS, COVENANTS, EASEMENTS AND AGREEMENTS FOR UNIT 1 OF RIDGECREST SUBDIVISION

Date MAY 7, 2002

Declarant LaBelle Enterprises, Inc , a Texas corporation

Subdivision: Ridgecrest Subdivision, a subdivision in Jefferson County, Texas, according to the plat thereof recorded in Vol 17 Page 36 Map Records, Jefferson County, Texas.

Current

Development Unit 1 of Ridgecrest Subdivision, a subdivision in Jefferson County, Texas, according to the plat thereof recorded in Vol 17 Page 36 Map Records, Jefferson County, Texas

Future

Development: Units 2 and 3 of Ridgecrest Subdivision, a subdivision in Jefferson County, Texas, according to the plat thereof recorded in Vol 17 Page 36 Map Records, Jefferson County, Texas.

Additional

Acreage All of the certain 826 30 acre tract out of the William Carr Survey, Abstract 102, Jefferson County, Texas that was conveyed to Jim R. Wingate by deed recorded under Clerk's File No 95-9519402 Official Public Records, Jefferson County, Texas, reference to which is hereby made for all purposes and the specific property description contained therein is incorporated herein by such reference, SAVE AND EXCEPT THEREFROM all tracts and parcels previously conveyed by Jim R. Wingate to any other party

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

Declaration Declarant, being the owner of the Current Development, does 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 in the Current Development shall be used for residential purposes only and improvements thereon shall be limited to single-family dwellings and appropriate outbuildings as hereinafter specified

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 except for an attached garage, all garages shall be located in the rear of the dwelling. No detached garage shall be located nearer the front of the lot than the rear building line of the residence.

DWELLING SIZE Other than may be approved by the Architectural Control Committee in accordance with the provisions of this instrument, all lots in the Current Development 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, sun decks, and balconies, shall be less than 1600 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 1200 square feet.

BUILDING MATERIALS. Exterior siding construction shall be of wood, vinyl, brick, stone, or other material specifically approved by the Architectural Control Committee. No asbestos shall be used for interior or exterior construction. All exterior walls of any dwelling and any attached or detached garage shall be painted with two (2) or more coats of paint or stained with two (2) or more coats of stain or shall be covered with a residential or better grade of pre-finished siding or covered with brick, stone, rock or other customary siding materials within sixty (60) days following the closing of the exterior walls. Building felt or wall board on exterior walls shall be covered with siding and felt on roof shall be covered with residential or better grade of shingles or roofing material within sixty (60) days of construction of such walls or roof or before

occupancy of the dwelling. No used or salvaged lumber of any nature may be used as an exterior wall covering. Discrepancies concerning building material type for usage and time frames for completion in application and installation of such materials shall be concluded by determination of the Architectural Control Committee.

RE-SUBDIVISION OR CONSOLIDATION OF LOTS No lot shall be re-subdivided or consolidated with another lot or building plot, nor shall any dwelling be permitted on any re-subdivided or consolidated lot or building plot, without the written approval of the Architectural Control Committee have been first obtained.

IMPROVEMENTS.

A. No improvements shall be permitted on any lot nor shall any exterior addition to, or changes or alteration therein be made until the plans and specifications thereof showing nature, kind, shape, height, materials, and location of same have been approved in writing by the Architectural Control Committee as to such things as quality of workmanship and materials and harmony of external design and location in relation to surrounding structures and topography, overall general appearance and conformity with the provisions hereof. Decisions of the Architectural Control Committee are final and at the sole discretion of the members of said Committee. Neither the Committee as a whole nor individual Committee members shall have or incur any liability to any property owner or other person or entity regarding any approval, disapproval, action or inaction that may occur. The Committee shall have 90 days from the date of receipt by the Committee of final plans and specifications to approve, disapprove, or require modifications to such final plans and specifications. Failure of the Committee to provide written approval shall be deemed to constitute disapproval.

B. No dwelling shall be built on pilings with more than three (3) 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 rock or concrete. Visible brickbats, concrete chunks, or other salvage type debris shall not be allowed to show. Culvert entrance widths must be a minimum of 20 feet wide. All driveways must be ditched, crowned appropriately with a road grader or grader-like machine. Driveways must be covered with all weather materials, such as concrete or rock within 60 days from terminating construction or placement of the dwelling or outbuildings.

C No structure of temporary character, trailer, tent, shack, barn, garage, or other outbuildings shall at any time be used as a residence for people, either temporarily or permanently, on any lot or tract of land in this development. All outbuildings such as shops, barns, garages, feed rooms, storage sheds, and others must be permanently constructed or placed on the lot, and maintained in a good workman-like manner harmonious design, suitable for the area and approved in writing by the Architectural Control Committee.

D Not more than two (2) outbuildings incidental to the residential use of each lot may be located on any lot, unless otherwise approved by the Architectural Control Committee, which approval shall be at the sole discretion of said Committee, any additional outbuildings must not be otherwise inconsistent with other covenants herein. The two-outbuilding limitation includes livestock barns. Any and all outbuildings must be approved in writing by the Architectural Control Committee. All barns, shops, garages, or other outbuildings shall be constructed and maintained of new or adequate material so as to create harmonious surroundings as approved by the Architectural Control Committee.

E. No building material of any kind or nature shall be placed or stored on any lot or tract 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 electrical 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 (car, pick-up, tractor, lawnmower, or others) shall be placed on any lot on a permanent basis as defined herein. No trucks (except for pick-up trucks having 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 upon any lot on a permanent basis (herein defined) in such a manner as to extend beyond the front of the dwelling; nor shall any trucks (except for pick-up trucks having a manufacturer's rated carrying capacity for one (1) ton or less), boats, boats trailer, trailers, camp trailers, mobile homes, motor homes, recreational vehicles or similar vehicles be parked, placed or stored in the street or streets abutting or adjoining any lot on a permanent basis (as herein defined). A "permanent basis", as that term is used above, shall mean any period of eight (8) consecutive hours or any period of twelve (12) consecutive hours on any two (2) consecutive days. As to parking in or on streets, the laws or regulations of Jefferson County and/or the State of Texas shall dictate and prevail.

ANTENNAS AND SATELLITE DISHES No exterior television or radio antennas of any sort, including, but not limited to, satellite dish antennas and aerial for a master antenna system, should be placed, allowed or maintained upon any lot in such a manner as to extend beyond the front of the dwelling. Prior written consent from the Architectural Control Committee is a prerequisite to the placing of any such items elsewhere upon the lot. No antenna shall be erected on any lot for the transmission of radio or television signals, nor for the purpose of "ham", citizen's band, or short wave radio operation, the only antennas which may be erected, subject to the Architectural Control Committee's approval, are to be standard residential receiving of television, FM or AM radio signals, etc. All of such antennas shall not exceed thirty (30) 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 view of such equipment from the public roads.

BUILDING SETBACK No dwelling or permitted accessory building, or any parts thereof, shall be located nearer to the front lot line than forty (40) feet or street abutting side lot line than fifteen (15) feet. Any conflict concerning these shall be determined by the Architectural Control Committee. In addition, as to 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 or the Architectural Control Committee.

LOCATION OF BUILDINGS No dwelling or detached garage, which does not include other permitted accessory buildings, shall be located nearer than ten (10) feet to the interior lot line.

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 except a quality fence approved by the Architectural Control Committee. All fences shall be constructed of commercial or residential grade fencing material, and no fence shall be constructed of used or salvaged material, unless approved in writing by the Architectural Control Committee. All fences shall be constructed and maintained in good and workman-like manner. Any fence which, in the sole judgment and determination of the Architectural Control Committee, is not adequately or properly constructed, not constructed of the approved material, or not approved in writing by the Architectural Control Committee, 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 unless otherwise approved in writing by the Architectural Control Committee.

LIVESTOCK. No animals or livestock of any kind shall be raised, bred or kept on any lot or property within the Current Development, except as specified herein. Horses and/or cattle may be kept provided that they are not located on any lot prior to completion of construction of a residential dwelling, are properly fenced and/or pinned, and provided that the number kept does not constitute a nuisance to adjoining property owners or a health or safety hazard. Such animals as swine, ostrich, emu, donkeys, snakes, and the like, and any animal of a disturbing nature to other residents will not be permitted, provided however, in some rare instances such as children's projects for a county or state fair or school project, and with the written permission by the Architectural Control Committee, for a limited amount of time, approval may be provided for the temporary location of such animals within the Current Development. Adequate and appropriate fencing (approved by the Architectural Control Committee) shall be provided and maintained at all times by the owner of the lot to contain all livestock.

PETS: No pets of any kind shall be raised, bred or kept on any lot, except as provided 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, do not exceed three (3) in total number and do not constitute a nuisance to adjoining property owners or a health or safety hazard.

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.

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 unless otherwise permitted by the Architectural Control Committee

LOUD, BOISTEROUS, OBNOXIOUS, OR OFFENSIVE ACTIVITIES: No loud, boisterous, obnoxious, or offensive activity shall be carried on or 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

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 purpose 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.

EASEMENTS AND ELECTRICAL AND TELEPHONE SERVICE Easements for installation and maintenance of utilities 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.

LOT PREPARATION AND IMPROVEMENTS: Entry culvert type, size, and installation for each lot shall be approved by the appropriate Jefferson County Entity or the Architectural Control Committee. Not more than two (2) separate sets of culverts (no less than forty (40) feet apart) shall be permitted on each lot with a total length span of each culvert set not to exceed thirty (30) feet. Corner lots may have a third set of culverts, (two (2) sets on the long street frontage side and one (1) on the short street frontage side). Cul-de-sac frontage lots may only have one (1) entry site or set of culverts, not to exceed thirty (30) feet in length, unless otherwise permitted by the Architectural Control Committee. Driveways or interior roads within each lot shall be ditched and crowned appropriately unless otherwise waived by the Architectural Control Committee. Fencing or other structures, obstructions, etc. will not enter or protrude into the Lower Neches Valley Authority (LNVA) or Drainage District #6's Right-of-Way, abutting these lots in the Current Development.

ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality, workmanship and materials, harmony and external design with the existing structures and as to location with respect to the topography and finish grade elevation. The Architectural Control Committee is initially composed of Jim R. Wingate and Tanya K. Wingate. A majority of the members of the Committee, or a designated representative named and appointed by the Committee may act for it. In the event of the death or resignation of any Committee member, the remaining member(s) shall have the full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after Jim R. Wingate and/or Tanya K. Wingate no longer own any lots in the Current Development, the Future Development and the Additional Acreage, the owners of a majority of lots in the Current Development shall have the power, through duly recorded instrument to change the membership of the Committee, to withdraw from the Committee or restore to it any of its

power or duties as to the property located in the Current Development. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee, or its designated representative, fail to approve or disapprove within ninety (90) days after the plans and specifications have been submitted to it, it will be deemed to be disapproval. Decisions of the Architectural Control Committee are final and at the sole discretion of the members of said Committee. Neither the Committee as a whole nor individual Committee members shall have or incur any liability to any property owner or other person or entity regarding any approval, disapproval, action or inaction that may occur.

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, and/or any member of the Architectural Control Committee 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 action 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 member of the Architectural Control Committee, or any person appointed or authorized by said Committee, 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.

SEVERABILITY Invalidation of any one of the provisions hereof by judgment or court order shall not affect any other provisions hereof, and all other such provisions shall remain in full force and effect.

HEADINGS Headings in this instrument are not to be considered in interpreting the meaning of the other language herein.

DURATION The restrictions and other provisions of this agreement shall remain in full force and effect so long as the Declarant, Jim R. Wingate, and/or Tanya K. Wingate own or hold an interest in the surface estate of any lot, tract or parcel of land within the Current Development, the Future Development and/or the Additional Acreage (hereinafter "the

Primary Term”) As used herein, “an interest in” shall include any partnership, stock or other ownership type interest in any entity that owns or holds an interest in the surface estate of any lot, tract or parcel within the Current Development, the Future Development and/or the Additional Acreage. Thereafter, these restrictions shall automatically be renewed for a period of ten (10) years, unless all owners in the Current Development, by majority vote, elect to change, amend, or eliminate these restrictions. There shall be only one vote per lot, any lot with multiple owners shall still have only one vote.

AMENDMENT: During the Primary Term, the restrictions and other provisions of this agreement may be amended only by joint action of Declarant and Subsequent Declarant (as hereinafter defined) and with the written approval of Jim R. Wingate. In the event of the death of Jim R. Wingate, during any remaining primary term, amendment shall be by majority vote of Declarant, any Subsequent Declarant and the then owners of the surface estate of the Additional Acreage. Thereafter, the restrictions and other provisions of this agreement may be amended by majority vote of the lot owners of property within the Current Development, the Future Development and any portion of the Additional Acreage that has been brought into this agreement by subsequent inclusion hereunder.

INCLUSION OF THE FUTURE DEVELOPMENT PROPERTY AND THE ADDITIONAL ACREAGE PROPERTY Jim R. Wingate, at his option, but without obligation, may in the future bring into and include within the restrictions and provisions of this agreement all or any portion of the Future Development and/or the Additional Acreage. At the time of such future inclusion, Jim R. Wingate may appoint one or more Subsequent Declarants for the property(ies) that are brought under the restrictions and provisions of this agreement, any such person or entity named as a Subsequent Declarant shall have the same authority and rights as to the property then brought under this agreement as the Declarant herein has for the Current Development. In addition, as to any property subsequently brought under this agreement, Jim R. Wingate and any such Subsequent Declarant may make any amendment to or addition to the restrictions and provisions hereof that such Subsequent Declarant and Jim R. Wingate deem appropriate. Any such amendment or additional provisions shall apply only to the property brought under this agreement at the time of such amendment or addition. Nothing contained herein shall prohibit the naming of the Declarant herein as a Subsequent Declarant for any property subsequently included in this agreement. Nothing contained herein shall require or imply that the provisions hereof are or shall become encumbrances upon the Future Development and/or the Additional Acreage, unless such property is included hereunder by written documentation recorded in the Official Public Records, Jefferson County, Texas.

Signatures

Declarant.

LaBelle Enterprises, Inc ,
a Texas corporation

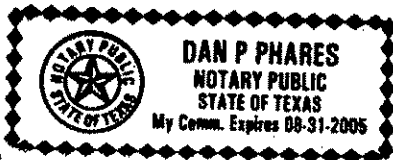
By Jim R Wingate

Approved and Consented to

Jim R Wingate
Jim R. Wingate

State of Texas
County of Jefferson

This instrument was acknowledged before me, the undersigned authority, on May 7, 2002
by Jim R. Wingate ^{as} President, as-
President of LaBelle Enterprises, Inc., a Texas corporation, on behalf of said corporation.



Wingate
Notary Public, State of Texas

State of Texas
County of Jefferson

This instrument was acknowledged before me on May 7, 2002 by
Jim R Wingate



Wingate
Notary Public, State of Texas
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Sandy Walker
2002 MAY 07 04:37 PM 2002016830
SANDY WALKER
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

Return to:
Beaumont Title Company
P.O. Box 7501
Beaumont, TX 77726 7501