

2. Borrower hereby assigns to Lender all moneys due or to become due to Borrower as rental or otherwise for or on account of such real property, reserving unto Borrower the right to collect and retain any such moneys prior to Borrower's default under the terms of the loan described above;

3. Borrower will not create or permit any lien or any encumbrance (other than those presently existing) to exist on said real property and will not transfer, sell, assign or in any manner dispose of said real property or any interest therein without the prior written consent of Lender;

4. Lender is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Lender at its option may elect.

5. This agreement is expressly intended for the benefit and protection of Lender and all subsequent holders of the note described above. Borrower warrants and represents that Borrower owns the above-described real property.

6. This agreement shall remain in full force and effect until the loan described above shall have been paid in full or until twenty-one (21) years following the death of the last survivor of the undersigned, whichever first occurs.

Dated: September 22, 1976

SIGNATURE Ivy Gaspard, Jr.

SIGNATURE X Rita J. Gaspard

STATE OF TEXAS  
 City/County of Jefferson

SS

WITNESS Gwendolyn Kataloff

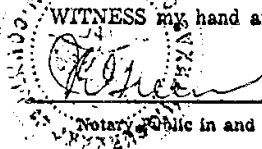
WITNESS Rita Croote

On this 22 day of September, 1976,  
 before me, the undersigned, a Notary Public in and  
 for said City/County and State, personally appeared

Ivy Gaspard, Jr.

and Rita Theresa Gaspard, his wife  
 known to me to be the persons whose names are sub-  
 scribed to the within instrument and acknowledged to  
 me that they have executed the same, as their own  
 free act and deed.

WITNESS my hand and official seal.



Jefferson, Texas

Notary Public in and for said Jefferson County and State

Space below for recorder's use only

FILED FOR RECORD  
 R. K. Barnes  
 COUNTY CLERK  
 JEFFERSON COUNTY, TEXAS

934557

SEP 28 8 00 AM '76

DEDICATION AND RESTRICTIONS  
 LOTS 1-29, BLOCK 25 AND  
 LOTS 1-6, BLOCK 24, OF  
 TANGLED AHL ADDITION TO THE  
 CITY OF BEAUMONT, TEXAS

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

934642

WHEREAS, L. O. ROEDAHL is the owner of the following described  
 tract or parcel of land lying and situate in Jefferson County, Texas,  
 to-wit:

BEING a 12.70 acre tract of land of the H. Williams  
 League, Abstract 56, Beaumont, Jefferson County,  
 Texas, described by metes and bounds as follows:

BEGINNING at a concrete monument which marks the  
 northeast corner of Lot 14, Block 25, Tangledahl  
 Addition, plat of said addition being recorded  
 in Volume 9, Page 148, Map Records, Jefferson  
 County, Texas;

THENCE South 89° 19' 00" West along the north line of the said existing Tangledahl Addition a distance of 1020.62 feet to an iron pin for corner;

THENCE North 00° 41' 00" West a distance of 560.14 feet to an iron pin for corner;

THENCE North 87° 59' 29" East a distance of 523.92 feet to an iron pin for corner at the southwest corner of the South Park Independent School District tract known as Regina Howell School;

THENCE North 89° 20' 53" East along the south line of the said school tract a distance of 444.36 feet to an iron pin for corner;

THENCE South 00° 03' 09" East a distance of 300.5 feet to an iron pin for corner at the northwest corner of Lot 5, Block 13, Thomas Road Addition;

THENCE South 00° 21' 49" West along the west line of said Thomas Road Addition a distance of 195.00 feet to an iron pin for corner at the southwest corner of Lot 4, Block 13, said Thomas Road Addition;

THENCE South 88° 57' 41" East along the south line of Lot 4 of said Thomas Road Addition a distance of 60.17 feet to an iron pin for corner at the northwest corner of Lot 3, Block 13, said Thomas Road Addition;

THENCE South 00° 04' 38" East along the west line of said Lot 3 a distance of 74.76 feet to the place of beginning;

and

WHEREAS, the said L. O. ROEDAHL has caused the above described property to be subdivided and platted into an Addition to the City of Beaumont, Jefferson County, Texas, to be known and designated as "Lots Nos. One (1) through Twenty-nine (29), in Block No. Twenty-five (25), and Lots Nos. One (1) through Six (6), in Block No. Twenty-four (24), of TANGLEDAHL ADDITION to the City of Beaumont, Jefferson County, Texas";

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that L. O. ROEDAHL, of Jefferson County, Texas, does hereby and herewith adopt the Final Plat designating such property as "Lots Nos. One (1) through Twenty-nine (29), in Block No. Twenty-five (25), and Lots Nos. One (1) through Six (6), in Block No. Twenty-four (24), of TANGLEDAHL ADDITION to the City of Beaumont, Jefferson County, Texas", hereinafter referred to as the "Addition", and does hereby dedicate to the public use forever all streets, easements, lanes, lands intended for public use and other public property shown and designated upon

the Final Plat of said Addition, together with the basic restrictions, conditions and limitations shown thereon.

to the public use and other public property shown and designated upon the Final Plat of said Addition, together with the basic restrictions, conditions and limitations shown thereon.

For the purpose of establishing and maintaining a general plan and building scheme, uniform over the entire Addition, which shall be for the protection and benefit of all owners of any lot or lots in said Addition hereafter, the said L. O. ROEDAHL does hereby and herewith subject and encumber said Addition and each and every lot therein with the following protective covenants, to-wit:

1.

All lots in this Addition shall be sold for and known and described as residential lots only. No structure shall be erected, altered, placed or permitted to remain on any residential lot, other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for

-2-

not more than three (3) cars, and such other outbuildings incidental to the residential use of such lot, and not inconsistent with other covenants herein. No buildings shall be located nearer the front lot line or nearer the side street line than the building set back lines shown on the recorded Plat of said Addition. All buildings shall be behind and face the front building set back lines, except that on corner lots the main structure may face the corner. A corner lot is deemed to front upon the street upon which the lot has the smaller dimension.

2.

No building shall be erected, placed, altered or permitted on any lot or plot until the plans and specifications therefor have been approved by the Architectural Control Committee as to the quality of workmanship and materials, and harmony of external design with existing structures, and a plot plan showing the location of the

structures and improvements, including driveways, has been also approved by the Architectural Control Committee. Approval shall be as hereinafter provided.

Architectural Control Committee shall give or withhold approval (as in the judgment of the Committee is proper) of all matters set out in the preceding paragraph and of other matters hereinafter specified. Said Architectural Control Committee shall be composed of L. O. ROEDAHL, NAI FANG ROEDAHL and J. B. ENER. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Any time after a period of three (3) years from date of this instrument, the then record owners of a majority of the lots shall have the power through a duly

-3-

recorded written instrument to change the membership of the Committee, or to withdraw from the Committee or restore to it any of its powers and duties.

The approval or disapproval of the Committee, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove the plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3.

No building except a detached garage or other permitted accessory building located seventy feet (70') or more from the front property line shall be located nearer than five feet (5') to an interior lot line.

4.

No noxious or offensive trade or activity shall be carried on

upon any lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

## 5.

No trailer, tent, shack, garage, barn or other outbuilding erected in the Addition shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

## 6.

No single-family dwelling shall be permitted on any lot in the Addition of which the livable area of the main structure, exclusive of open porches and garages, shall be less than two thousand two hundred (2,200) square feet; provided, however, that on any dwelling having one and one-half (1-1/2) stories, the ground floor area of such dwelling shall contain not less than one thousand six hundred (1,600) square feet and the upper story not less than eight hundred fifty (850) square feet, with a total livable area of not less than two thousand four hundred fifty (2,450) square feet, exclusive of open porches and garages; and provided further, that on any dwelling having two (2) stories, the ground floor area of such dwelling shall contain not less than one thousand six hundred (1,600) square feet and the upper story not less than one thousand (1,000) square feet, with a total livable area of not less than two thousand six hundred (2,600) square feet, exclusive of open porches and garages. The following percentages of the total area of outside walls of all dwellings and attached garages in said Addition shall be faced with brick or its equivalent: single story dwellings - fifty percent (50%); one and one-half story dwellings - fifty percent (50%); and two story dwellings - fifty percent (50%).

## 7.

Permanent easements are hereby reserved as indicated upon the recorded Plat of said Addition for the installation and maintenance of water, sewer, gas, telephone, telegraph, electric power and other public utilities. No building of a permanent nature may be erected over or upon said easements.

8.

No platted lot shall be subdivided; and no more than one (1) residential structure shall be erected or placed upon any platted lot in the Addition.

9.

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

10.

No permanently attached playground equipment, or volleyball, tennis or basketball court, shall be erected or maintained in front of any dwelling in said Addition, but same may be placed in the rear of the dwelling.

11.

No trucks (except for pickup trucks having a manufacturer's rated carrying capacity of one-half [1/2] ton or less), boats, trailers, camping trailers, mobile homes, recreational vehicles, or similar vehicles shall be parked, placed or stored upon any lot in the Addition on a permanent basis (as hereinafter defined) in such manner as to extend beyond the front of the dwelling, or if upon a corner lot, in such a manner as to extend beyond the side of the dwelling facing the side street; nor shall any such trucks, boats, trailers, camping trailers, mobile homes, recreational vehicles, or similar vehicles be parked, placed or stored in the street or streets abutting or adjoining any lot in the Addition on a permanent basis (as hereinafter defined). A "permanent basis", as that term is used above, shall mean any period or periods in excess of seventy two (72) consecutive hours or any periods in excess of twelve (12) consecutive hours on any two (2) consecutive days.

12.

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

-6-

13.

No oil drilling, 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, borrow pits or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring or drilling for oil, natural gas, sulphur or other mineral or petroleum product shall be erected, maintained or permitted upon any lot.

14.

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 thereon, provided that they are not kept, bred or maintained for any commercial purposes.

15.

No lot shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the property street lines extended. The same sight line limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to

remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17.

These covenants, and each of them, are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1, 1997, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots in this Addition has been recorded agreeing to change said covenants in whole or in part.

18.

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Addition to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

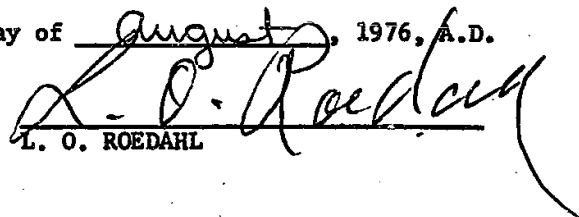
19.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

20.

All deeds and contracts relating to any lot or lots located in this Addition shall refer to this instrument.

EXECUTED this the 27<sup>th</sup> day of August, 1976, A.D.

  
L. O. ROEDAHL

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared L. O. ROEDAHL, known to me 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27<sup>th</sup> day of August, 1976, A.D.



A. J. Underwood, Jr.  
Notary Public in and for  
Jefferson County, Texas

My commission expires:  
June 30, 1977

Clerk's Note: Map Recorded in Volume 12, Page  
36, Map Records, Jefferson County, Texas.

FILED FOR RECORD **934642**  
R. L. Ham  
COUNTY CLERK  
JEFFERSON COUNTY, TEXAS  
SEP 28 3 00 PM '76

*GF# 12206*

THE STATE OF TEXAS }  
COUNTY OF JEFFERSON }

**934602**

WHEREAS, on the 11th day of September, 1972,  
Don Alvin Clotiaux and wife, Linda Louise Clotiaux  
of Jefferson County, Texas, executed and delivered to First Federal Savings and  
Loan Association of Beaumont one promissory note in the sum of \$ 7,600.00  
and secured by liens recorded in Volume 1749, Page 230 of Deed Records  
and in Volume 1449, Page 289 of the M. & L. Records of  
Jefferson County, Texas, on the following described property, to-wit:

The North Fifteen Feet (N. 15') of Lot One (1) and the South Forty-five Feet (S. 45') of Lot Two (2), in Block Ten (10), of HAWTHORN PLACE, UNIT I., ADDITION, to the City of Beaumont, Jefferson County, Texas, according to the map or plat of record in Vol. 7, Page 165, Map Records in the office of the County Clerk of said County and State.

WHEREAS, said above described note has been fully paid to the undersigned, the legal and equitable owner and holder thereof:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That First Federal Savings and Loan Association of Beaumont, a savings and loan association created under the Acts of the Congress of the United States of America, domiciled in and having its principal place of business in the City of Beaumont, Jefferson County, Texas acting herein by and through Paul Mowery, its Senior Vice President hereunto duly authorized, in consideration of the premises and of the full and final payment of said note, the receipt of which is hereby acknowledged, does hereby RELEASE, DISCHARGE and QUIT-CLAIM unto the said Don Alvin Clotiaux and wife, Linda Louise Clotiaux, their heirs and assigns, all the right, title interest and estate in and to the above described property, which it has or may be entitled to by virtue of said liens, or any lien or liens extended thereby, and does hereby declare same fully RELEASED and DISCHARGED from any and all liens given as security for said indebtedness, or any extension or renewal thereof.