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THIRD SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
DOGUET'S DIAMOND D RANCH SUBDIVISION,
A SUBDIVISION IN JEFFERSON COUNTY, TEXAS,
(WITH RATIFICATION BY LENDER)
(Phase 3B)

This Third Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions (the "Third Supplemental Declaration") for Doguet's Diamond D Ranch Subdivision is made and executed on the effective date set forth below by Doguet's Diamond D Ranch, Ltd., a Texas limited partnership ("Declarant"), and is joined herein for the purposes hereinafter set forth by The First Liberty National Bank, Liberty, Texas, as lienholder.

WHEREAS, Declarant is the developer of a tract or parcel of land containing approximately 51.38 acres of land, more or less, out of and part of the James Gerish Jr. League, Abstract 25, and the James Gerish Sr. League, Abstract 24, in Jefferson County, Texas, and being that same land and property generally known as the Doguet's Diamond D Ranch, Phase 1 (the "Subdivision"), as described in the Map or Plat of said Subdivision filed of record under File Number 2009001746 of the Official Public Records in the office of the County Clerk of Jefferson County, Texas (the "Plat" or "plat" or the "Phase 1 Plat");

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Diamond D Ranch, Phase 1, a Subdivision in Jefferson County, Texas (the "Master Declaration") filed for record under File Number 2008031891 of the Official Public Records of Jefferson County, Texas, Declarant made all of the land and property within the Subdivision subject to the covenants, conditions and restrictions of the Master Declaration;

WHEREAS, the Master Declaration was amended by Amendment No. 1 filed for record under File Number 2009003539 of the Official Public Records of Jefferson County, Texas (the "Second Amendment"), whereby Declarant amended the Master Declaration to correct the name of the Subdivision referenced in the Master Declaration to conform to the Plat, which is "Doguet's Diamond D Ranch, Phase 1";

WHEREAS, pursuant to the Master Declaration, Declarant has established and organized a property owners association for the Subdivision known as the Beaumont Diamond D Ranch Property Owners Association, Inc., which has an assumed name of Diamond D Ranch Property Owners Association Inc. (the "Association"), which has all of the power and authority set forth in the Master Declaration and under the Association's Certificate of Formation and Bylaws;

WHEREAS, Article X of the Master Declaration provides, in part, that Declarant may add or annex additional real property to the scheme of the Master Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions (the "Supplemental

Declaration");

WHEREAS, Article X of the Master Declaration further provides, in part, that any such Supplemental Declaration may contain complementary and supplementary provisions, conditions, covenants, restrictions and reservations, and may amend and modify the provisions, conditions, covenants, restrictions and reservations contained in the Master Declaration as they relate to the additional property to be brought within the scheme of the Master Declaration;

WHEREAS, by Declarant's First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions (the "First Supplemental Declaration") for Doguet's Diamond D Ranch Subdivision Declarant previously included within the Subdivision and within the jurisdiction of the Association and the integrated scheme of development and ownership provided in and contemplated by the Master Declaration, an additional 26.53 acre tract or parcel of land, known as "Doguet's Diamond D Ranch, Phase II," said 26.53 acre tract of land being more particularly described in the First Supplemental Declaration recorded under File No. 2013026655 of the Official Public Records of Jefferson County, Texas, in accordance with the Final Plat of "Doguet's Diamond D Ranch Phase 2", filed for record on August 6, 2013, under File No. 2013025950, Official Public Records of Jefferson County, Texas (the "Phase 2 Plat"), reference to both the First Supplemental Declaration and the Phase 2 Plat of which is hereby made for all purposes; and

WHEREAS, by Declarant's Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions (the "Second Supplemental Declaration") for Doguet's Diamond D Ranch Subdivision Declarant previously included within the Subdivision and within the jurisdiction of the Association and the integrated scheme of development and ownership provided in and contemplated by the Master Declaration, an additional 17.796 acre tract or parcel of land, known as "Doguet's Diamond D Ranch, Phase 3A," said 17.796 acre tract of land being more particularly described in the Second Supplemental Declaration recorded under File No. 2017032416 of the Official Public Records of Jefferson County, Texas, in accordance with the Final Plat of "Doguet's Diamond D Ranch Phase 3A", filed for record under Filing No. 2017001849, Official Public Records of Jefferson County, Texas (the "Phase 3A Plat"), reference to both the Second Supplemental Declaration and the Phase 3A Plat of which is hereby made for all purposes; and

WHEREAS, the Declarant now desires to bring into the Subdivision and within the jurisdiction of the Association and the integrated scheme of development and ownership provided in and contemplated by the Master Declaration, an additional 59.495 acre tract or parcel of land, to be known as "Doguet's Diamond D Ranch, Phase 3B," said 59.495 acre tract of land being described by metes and bounds on the map or plat recorded under Filing No. 2018035099, Official Public Records of Jefferson County, Texas (the "Phase 3B Plat") which is incorporated as a part hereof for all purposes.

NOW, THEREFORE, Doguet's Diamond D Ranch, Ltd., a Texas limited partnership (the

"Declarant"), makes this Third Supplemental Declaration in accordance with the Master Declaration:

1.

3B. Declarant, being the owner of the above-described 59.495 acre tract, has caused said 59.495 acre tract to be subdivided and platted into an addition in Jefferson County, Texas, known and to be known as Doguet's Diamond D Ranch, Phase 3B, an Addition in Jefferson County, Texas (hereinafter referred to as "Doguet's Diamond D Ranch, Phase 3B"), in accordance with the Plat of said Doguet's Diamond D Ranch, Phase 3B, prepared by Donald R. King, P.E. of Fittz & Shipman, Inc., Registered Professional Land Surveyor, and filed for record on October 4, 2018 under File No. 2018035099 of the Map or Official Public Records of Jefferson County, Texas (the "Phase 3B Plat"); and, acting under and pursuant to the Master Declaration, the Declarant hereby brings said 59.495 acre tract of land within the scheme of the Master Declaration and within the jurisdiction of the Association, and said Doguet's Diamond D Ranch, Phase 3B shall henceforth constitute an addition to and be a part of the Subdivision.

2.

Declarant ratifies and adopts the Plat of Doguet's Diamond D Ranch, Phase 3B (the Phase 3B Plat identified above) and dedicates the easements for street, utility and drainage purposes shown and reflected upon the Phase 3B Plat, and imposes upon the Lots in Doguet's Diamond D Ranch, Phase 3B, the basic restrictions and blanket easements set forth upon the Phase 3B Plat.

3.

As modified and supplemented by this Third Supplemental Declaration, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Master Declaration, together with all of the blanket easements reserved, granted or created by the Master Declaration, are extended and made expressly applicable to Doguet's Diamond D Ranch, Phase 3B, and all of such property shall be held, sold and conveyed subject to the easements, provisions, covenants, conditions, restrictions and reservations set forth in the Master Declaration, as modified and supplemented hereby, and subject to the easements and basic restrictions set forth and reflected upon the Phase 3B Plat. All of the aforementioned easements, provisions, covenants, conditions, restrictions and reservations, as modified and supplemented hereby, constitute covenants running with the land and are binding upon all parties having any right, title or interest in said 59.495 acre tract, or any part thereof, and upon such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns. and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns.

4.

Each Lot and property owner in Doguet's Diamond D Ranch, Phase 3B, shall be subject to all maintenance liens and assessments provided for in the Master Declaration.

5.

The following amendments, modifications and supplemental restrictions are hereby made to the Master Declaration and shall be applicable solely to each and all of the Lots in Doguet's Diamond D Ranch, Phase 3B:

- A. *Minimum and Maximum Floor Space. Notwithstanding Section 3.04 of the Master Declaration, each and every dwelling and other improvements constructed on any Residential Lot shall contain such minimum square feet and shall not exceed such maximum square feet as established and required by the Architectural Control Committee (as provided in Section 3.12 and Article VI hereof [the Master Declaration]). In the absence of any determination by the Architectural Control Committee of the minimum and maximum square footage requirements, then each dwelling shall contain a minimum of 1,800 square feet of living space, with a minimum of 1,200 square feet of living space on the ground floor if the dwelling has more than one floor, and a maximum of 7,200 square feet of living space. For purposes hereof, living space shall mean the interior of the premises for which ventilation, heating and air conditioning is provided.*
- B. *Sidewalks. Before initial occupancy of a residence constructed on any Lot adjoining Diamond D Drive, the Owner thereof must construct (or cause to be constructed) a sidewalk along each street-side lot line of the Lot adjoining Diamond D Drive, using materials and constructed in accordance with all specifications set forth and established by the Architectural Control Committee and in accordance with the requirements of the City of Beaumont, Texas, and each sidewalk must be built two inches (2") higher than the curb. The Architectural Control Committee shall have the power to require Lots that do not adjoin Diamond D Drive to construct sidewalks on the same terms as required for Lots adjoining Diamond D Drive, but such requirements shall not require any buyer or owner who has entered into a contract to acquire a Lot from Declarant expressly waiving such requirement to pay for or construct such sidewalk; in that event Declarant or its successors or assigns shall have the right to construct the required sidewalk on the affected Lot and such buyer/owner is deemed to have granted to Declarant and its successors and assigns an easement for access and the rights to construct such sidewalk. Each Owner shall be responsible for maintaining the sidewalk located on the Lot and also any street curb located on or adjacent to any Lot of the Owner, which maintenance shall be performed at the Owner's expense and shall be maintained in accordance with the standards and specifications established from time to time by the Architectural Control Committee.*
- C. *Setback Requirements and Building Location. Notwithstanding Section 3.06 of the Master Declaration, the building setback line distance shall be the setback indicated on the Plat and the phrase "and in no case nearer than fifty feet (50') to the street" shall be deemed deleted from Section 3.06 only as applied to Doguet's Diamond D Ranch, Phase 3B so that Section 3.06 as applied to Phase 3B shall be deemed to read:
3.06 Setback Requirements and Building Location. The location of the main residence*

and any other building of any kind on each Residential Lot shall be subject to the prior written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Residential Lot nearer to the property lines than indicated by the minimum building setback line on the Plat. All front, side and rear setbacks must be approved by the Architectural Control Committee, and must meet the requirements of the Plat. No dwelling structures, including attached or detached garage or other accessory building, shall be located nearer to the front Residential Lot line or nearer to a side Residential Lot line than the building setback line shown on the recorded Plat or Plats of the Subdivision. However, with the prior written approval of the Architectural Control Committee (as part of its plan approval), open and unenclosed terraces or porches and eave and roof overhangs may project across the building setback line. Further, no dwelling structure, including any attached or detached garage or other accessory building, shall be located nearer the rear lot line than what is approved by the Architectural Control Committee. The Architectural Control Committee shall determine in which direction a dwelling or other building shall face on a Residential Lot. Without limiting the generality of the foregoing, the Architectural Control Committee may impose requirements that each main residence and any other structure on each lot must be located substantially the same distance from the street as all other residences and structures in order to provide for and promote uniformity in the Subdivision.

6.

The modified or supplemental restrictions or limitations set forth in this Third Supplemental Declaration are and shall be applicable solely and only to the Lots in Doguet's Diamond D Ranch, Phase 3B, and shall not in any way be deemed or construed to supplement, amend, or modify the provisions, covenants, conditions, restrictions and reservations of the Master Declaration as to any other Lots in the Subdivision. Further, as modified and supplemented by this Third Supplemental Declaration, all of the provisions, covenants, conditions, restrictions and reservations set forth and contained in the Master Declaration are hereby and herewith expressly extended and made applicable to the Lots in Doguet's Diamond D Ranch, Phase 3B.

7.

The First Liberty National Bank, Liberty, Texas (as "Lienholder"), being the holder of liens on certain of the property in or Lots in the Subdivision, joins with Declarant in the execution of this Third Supplemental Declaration solely for the purposes of: (a) consenting to the Phase 3B Plat; (b) consenting to the grant or dedication by Declarant of all street and utility easements shown and reflected on the Phase 3B Plat, together with all other easements granted or reserved by Declarant in this Third Supplemental Declaration or in the Master Declaration (insofar as same are on, across or affect Doguet's Diamond D Ranch, Phase 3B); (c) subordinating its liens to all of the aforementioned easements and easement rights; and (d) subordinating each of its liens to the restrictions, covenants and conditions imposed by Declarant on Doguet's Diamond D Ranch, Phase 3B by this Third Supplemental Declaration or by the Master Declaration (insofar as same relate to or affect Doguet's Diamond D Ranch, Phase 3B).

However, Lienholder joins herein solely as lienholder and only for the purposes set forth above in this Third Supplemental Declaration, and Lienholder does not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, nor does it make any warranties, representations or guaranties, whether express or implied, with respect to title, any undertaking, covenant, warranty or representation of Declarant, or Declarant' s successors or assigns.

8.

This document may be executed in multiple counterparts or originals and the body of the document and the signature and acknowledgment pages of each may be compiled to form one document.

IN WITNESS WHEREOF, Declarant and each of the other undersigned parties have caused this Third Supplemental Declaration to be executed effective October 4, 2018.

-SIGNATURES AND ACKNOWLEDGMENTS APPEAR BELOW ON A SEPARATE PAGE
FOR EACH PARTY HERETO-

DECLARANT:

Doguet's Diamond D. Ranch, Ltd.,
a Texas limited partnership

By: GP Diamond D Ranch, L.L.C.,
a Texas limited liability company,
its General Partner

By: Mike Doguet
Mike Doguet, Manager

THE STATE OF TX }
COUNTY OF Harris }

BEFORE ME, the undersigned authority, on this day personally appeared Mike Doguet,
Manager of GP Diamond D Ranch, L.L.C., a Texas limited liability company, General Partner of
Doguet's Diamond D. Ranch, Ltd., a Texas limited partnership,

- known to me
- proved to me on the oath of _____
- or through DL

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 capacities
therein stated on behalf of and as the act and deed of said GP Diamond D Ranch, L.L.C., and on
behalf of and as the act and deed of said Doguet's Diamond D. Ranch, Ltd.

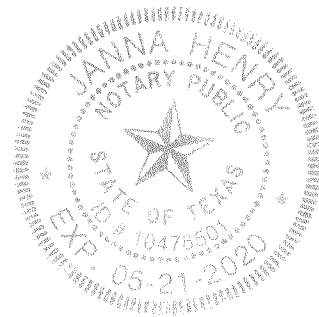
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 12 DAY OF
October, 2018.

Janna Henry
SIGNATURE OF NOTARY

TYPED OR PRINTED NAME OF NOTARY
NOTARY PUBLIC, STATE OF _____

{SEAL}

My Commission Expires:



LIENHOLDER:

THE FIRST LIBERTY NATIONAL BANK, LIBERTY, TEXAS

By: [Signature]
Its: VP

STATE OF Texas §
COUNTY OF Liberty §

BEFORE ME, the undersigned authority, on this day personally appeared Tyler Jackson, Vice President of THE FIRST LIBERTY NATIONAL BANK, LIBERTY, TEXAS, a bank organized under the laws of the Texas,

- known to me
- proved to me on the oath of

_____ or through

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated on behalf of and as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 12th DAY OF October, 2018.



[Signature]
SIGNATURE OF NOTARY

Lisa G Orn
TYPED OR PRINTED NAME OF NOTARY
NOTARY PUBLIC, STATE OF TEXAS

{SEAL}

My Commission Expires: 07-05-2019

AFTER RECORDING RETURN TO:

Douget's Diamond D Ranch, Ltd.
2055 Diamond D Drive
Beaumont, Texas 77713