

REC 756 PAGE 307
RESTRICTIONS, RESERVATIONS, COVENANTS AND
CONDITIONS APPLICABLE TO SECTION 35
RAYBURN COUNTRY

178395

All of that certain property comprising Section 35, Rayburn Country, according to the maps or plats thereof filed for record in the office of the County Clerk of Jasper County, Texas, on this 15th day of September, 1983 under County Clerk's File No. 19092 and recorded on Page 155 Vol. 1 of the Plat Records of Jasper County, Texas.

AMENDMENT 1

SECTION 3. SPECIFIC LAND USE

(a). All lots and properties therein shall be used for residential purposes only. No lot or property shall be used for any form of commercial or illegal activity. No business or profession shall be carried on or conducted upon any portion of said property. No lots will be subdivided into two (2) or more tracts, nor will any dwelling be placed on any subdivided lot. Only one residence shall be constructed on each lot. However, this shall not prohibit the construction of one (1) residence on two (2) or more lots as shown on said map or plat. All dwellings must face the front of the lot. The Architectural Control Committee will determine what is the front of the lot, and the front of the dwelling; the front of the lot is presumed to be the side adjacent to the street that is shown as the address of the lot on the final plat.

(b). Buildings erected on all lots in this section shall be single-family dwellings. A guest house may be permitted for the sole use of the owner or occupant of the single family dwelling. No structure except swimming pools shall be erected, altered, or placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed three (3) stories in height, a private garage or garages for not more than six (6) passenger vehicles, and one (1) well house outbuilding incidental to the residential use of such lot and not inconsistent with other covenants. Each structure must have a minimum of a two (2) car garage with garage doors architecturally matching the dwelling and approved in advance by the Architectural Control Committee. The well house outbuilding must meet the requirements described in Amendment 2 section 4(1) of this amendment document to be approved by the Architectural Control Committee. All garages must be part of the single family dwelling or be attached to the single family dwelling by a covered breeze way architecturally compatible with the single family dwelling.

AMENDMENT 2

SECTION 4. BUILDING RESTRICTIONS

(a). Any one-story or split-level dwelling located on any lot in Section 35 will have a minimum living floor area in the main structure, heated and cooled, including enclosed utility and storage rooms, but exclusive of open porches, and garages, of at least twenty four hundred (2,400) square feet, and the first floor of any multiple story (i.e.: one and one-half story, two-story or three story) on any lot in Section 35 will have a minimum of such living area, heated and cooled of at least sixteen hundred (1,600) square feet.

(b). No building shall be located nearer to the front or rear lot line than 25 feet nor nearer to the side lot line than 10 feet; except that such set-back lines may be relaxed by the Architectural Control Committee if such prescribed distances are not feasible, considering the terrain of the lot.

(c). All houses must have a minimum slab height approved by the Architectural Control Committee to be architecturally pleasing. This will be at least one (1) foot above the natural ground and may be higher. "Natural ground" will be determined by the sole opinion of the Architectural Control Committee. Inspection and approval by the Architectural Control Committee is required prior to pouring of the slab.

(d). All driveways shall be concrete or other hard surface with a minimum thickness of four (4) inches and minimum width of twelve (12) feet from the street to the garage. A culvert shall be provided under the driveway if needed to insure proper drainage.

(e). The exterior surfaces of all dwellings shall be covered on at least the three (3) sides visible from the street with a minimum of 80% brick, stone, stucco or a combination of these. Variations may be considered by the Architectural Control Committee if in their sole opinion the variation is in harmony of the external design with existing structures in Section 35.

(f). All dwellings will have an architectural roof composed of architectural grade composition shingles or comparable materials or other type of materials approved by the Architectural Control Committee. If any metal chimney is used in construction of any dwelling on a lot will be encased in wood, brick, or other material in a manner approved by the Architectural Control Committee.

(g). No principal dwelling shall be constructed without a double car garage with doors of no less than five hundred (500) square feet. The garage shall not be converted to living space without adding a garage that meets the dwelling requirements.

(h). No building or structure shall be erected except upon approval of the Architectural Control Committee. Such Committee is given the specific right and power to disapprove any plans for structures not in harmony with nearby structures or contrary to the interests of other lot owners in Section 35.

(i). Property owners in Section 35 that have structures approved prior to the executions of these restrictions and covenants are excluded from the building requirements of these restrictions. However, any property improvements including well house outbuildings, garages, fences, pools, walls built after the execution of these restrictions and covenants shall meet all requirements to the same extent as the property owner building a dwelling and improvements after execution of these restrictions and covenants.

(j). No boundary line fence or any fence except swimming pool, patio and a dog kennel fence shall be allowed on any lake front lot. A "lake front lot", as that term is used above, means any lot that is adjacent to Army Corps or Engineers property, or adjacent to a Rayburn Country Association green belt that is adjacent to Army Corps of Engineers property or if part of the lot is below the Army Corps of Engineers one hundred seventy-nine (179) foot elevation. Boundary line fences are allowed on other lots. No fence shall be erected, placed or altered on any lot nearer to any street than twenty-five (25) feet, except corner lots where fences shall be permitted to follow the ten (10) foot building setback line on the side street. All fences and gates, including those across driveways must be approved by the Architectural Control Committee. Wire fences, chain link or similar type fences are not allowed. All fences will have the good side facing out unless otherwise approved by the Architectural Control Committee and will be constructed of materials approved by the Architectural Control Committee.

(k). Dog kennel fences shall not be larger than twelve (12) feet by twelve (12) feet. The dog kennel can not be placed less than twenty-five (25) feet from the back of the lot and not less than ten (10) feet from the side of the lot. The kennel will be constructed of materials approved by the Architectural Control Committee. The property owner must have written approval of the adjacent property owners. If property owner has tried in good faith and is not able to contact the adjacent property owner or owners, the Architectural Control Committee may allow a variance for this requirement.

(l). Only one (1) well house outbuilding will be allowed per single family dwelling. No well house outbuilding will be larger than one hundred (100) square feet and placed nearer than twenty-five (25) feet from the back of the lot and less than ten (10) feet from the side of the lot. The well house outbuilding must have a concrete foundation and be architecturally compatible and in harmony with the principle dwelling. "Architecturally compatible and in harmony" will be determined by the sole opinion of the Architectural Control Committee.

SECTION 5. ENVIRONMENTAL CONTROL COMMITTEE

(d). The Architectural Control Committee purpose is to establish and maintain a general plan and building scheme, uniform over the entire Section 35, which shall be for the protection and benefit of all owners to preserve, so far as practicable, the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable material; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investments made by lot owners.

(e). The Architectural Control Committee shall give or withhold approval (as in the judgment of committee is proper) of all matters set out in the preceding paragraph and other matters hereinafter specified. Said Architectural Control Committee shall be composed of three (3) home owners from Section 35. The members will be appointed by the RCA board. A majority of the Committee may designate a representative to act for it. No individual member shall have any individual liability for service in good faith upon this Committee. The cost of defense of any claim against an individual member serving in good faith shall be reimbursed by Rayburn Country Association. Neither the members of the Committee, nor its designated representative, will be entitled to compensation for services performed pursuant to this covenant.

(f). 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 proposed construction has been commenced prior to the completion thereof, approval will not be required and the related Architectural Control Committee covenants herein shall be deemed to have been fully complied with by the Environmental Control Committee and the Environmental Control Committee may consider the building permit request.

(g). Upon written approval by the Architectural Control Committee, the property owner shall present the required documents to the Environmental Control Committee. The Environmental Control Committee will not approve or consider any building permit request without written approval from the Architectural Control Committee.

(h). No dwelling, well house out building, fence, wall or other structure will be erected, placed, altered or permitted on any lot or plot at any time until (a) the plans and specifications thereof have been approved by the Architectural Control Committee as to the quality of workmanship and materials, compliance with the Southern Building Code and provisions hereof, and harmony of external design with existing structures, and (b) a surveyor plot plan showing the location of the structure and improvements, including driveways has been approved by the Architectural Control Committee. All such plans and specifications shall be submitted no later than thirty (30) days before the proposed date for the start of construction of any such dwelling, well house out building, fence, wall, or other structure. Approval shall be as hereinafter provided. The Architectural Control Committee is given the specific right and power to disapprove plans and anything seen on the exterior of the home or other structure solely upon the grounds of lack of harmony of exterior design and construction in the sole opinion of the Architectural Control Committee.

AMENDMENT 4

SECTION 6. GENERAL REGULATIONS

(a). All property owners must use the water, sewage and sewage disposal systems made available to this section. If such facilities are not available, then property owners are responsible for installing their own water well and sewage disposal system. The water wells and sewage disposal systems must be installed and maintained in accordance with all government regulations.

(b). No temporary structure or tent shall be placed on any lot, except for temporary storage of materials and during construction. No temporary structure shall be used at any time as a dwelling place, nor shall any overnight camping be permitted on any lot. No new structures may be occupied until substantially completed in accordance with its plans.

(c). Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with the plans and specifications, as approved, within twelve (12) months from commitment.

(d). No livestock, animals or poultry of any kind will be raised, bred, or kept, except that dogs, cats or other house pets may be kept, provided that (a) they are not kept, bred, or maintained for any commercial purposes and (b) they are not kept in such numbers as to be an annoyance or a nuisance to other inhabitants of Section 35 in the opinion of the Architectural Control Committee. Dog kennel fences shall not be permitted unless approved by the Architectural Control Committee. The dog kennel fence must meet the requirements described in Amendment 2 – Section 4(k).

(e). All signs, billboards or advertising structures of any kind are prohibited.

(f). No trucks (except pickup trucks, vans, utility trailers and carryalls having a manufacturer's rated carrying capacity of (1) ton or less), camping trailers, mobile homes, recreational vehicles, or similar vehicles shall be parked, placed or stored upon any lot in Section 35 on a permanent basis unless they are garaged or screened off from view by a privacy fence which has the prior approval of the Architectural Control Committee. No vehicle or device will ever be parked on the streets of Section 35 on a permanent basis. A "permanent basis", as that term is used above, means any period or periods in excess of seventy-two (72) consecutive hours within any seven (7) consecutive days. No mechanical work shall be performed on motor vehicles, equipment, trailers or machinery where it may be seen from the street or by neighbors unless it can be completed within 8 hours from commencing the work.

(g). Every tank for the storage of fuel installed outside any building in Section 35 shall be either buried or tastefully screened by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, waterway or golf course within Section 35 at anytime except during refuse collections.

(h). All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as not to become unsightly by reason of unattractive growth or the accumulation of rubbish or debris thereon. The yards of all residents shall be properly landscaped with both grass and shrubbery within six (6) months after completion and occupancy of any residence built in Section 35, unless a variance has been approved by the Architectural Control Committee. Thereafter, the yard shall be kept mowed and maintained in a neat and orderly manner at all times

(i). No noxious, offensive or illegal activities shall occur on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(j). If all or any portion of a residence is damaged or destroyed by fire or other casualty, the owner thereof shall with due diligence 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 will be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners. If the residence is not inhabitable because of fire or other casualty or condemnation or not able to receive utilities or meet Southern Building Code, the Architectural Control Committee shall have the right to condemn and remove such residence at the owner's expense.

(k). No garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on the shoreline of the land, and no outside burning of leaves or trash shall be permitted. In order to enhance the orderliness of Section 35, Rayburn hereby reserves for itself and its assigns, the exclusive right to operate (subject to the right to discontinue) or grant an exclusive license to a third party to operate, a commercial refuse collection service within Section 35 for the purpose of removing garbage, trash and other like household refuse. The charge to be made for such refuse collection and removal service shall be commensurate with reasonable rates charged by other parties engaged in such work in Texas and shall be subject to change from time to time.

(l). Written notice shall be given to any property owner in violation of these restrictions. If after such notification, he does not correct the problem within the time specified in the notice, then Rayburn Country Association will have the right to enter into the premises and cause the required maintenance work to be done and charge the property owner for the work performed. The owner will be billed for the work done and if he fails to pay within thirty (30) days after receipt of the invoice, then a lien may be filed against the subject property. Any lien provided for hereunder may be perfected by filing a notice of such lien in the office of the County Clerk of Jasper County, Texas.

(m). No lot may be cleared until six (6) months before construction of the residence begins. Removal of undergrowth and dead or dangerous trees and thinning of trees may be allowed at any time. A permit from the Environment Control Committee is required for the cutting or removal of any trees from the lot. The permit must be displayed in a conspicuous place on the lot.

(n). No exterior Christmas lights or decorations will be erected or displayed on any lot between February 1 and October 31 in a year. Whether exterior light and decorations constitute Christmas lights or decorations within the meaning of the provision will be determined in the sole judgment of the Architectural Control Committee.

(o). If any person violates or attempts to violate any of the covenants herein, the Rayburn Country Association or any person or persons owning Real property in Rayburn Country, Section 35 may prosecute any proceedings at law or in equity against the persons or persons violating or attempting to violate any such covenant, either to prevent them from doing, to recover damages for such violations, provided, however, that proceedings at law or in equity to prevent violations hereof or seeking damages for a violation hereof must be begun within one (1) year from the date such violation was first committed and not thereafter.

(1). EACH PURCHASER OF A LOT IN THE ADDITION EXECUTES A STATEMENT AT THE CLOSING WHERE HE PURCHASES SUCH LOT TO EFFECT THAT HE HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS DEDICATION, RESTRICTIONS AND COVENANT PERTAINING TO RAYBURN COUNTRY, SECTION THIRTY FIVE (35). THE FAILURE OF ANY SUCH OWNER TO SIGN SUCH A STATEMENT WILL NOT RESULT IN ANY PROVISIONS HEREOF BEING ANY LESS ENFORCEABLE.

Executed this May 30th day of May, 2006.

RAYBURN COUNTRY ASSOCIATION

Gerald Cole
Gerald Cole, President

STATE OF TEXAS

COUNTY OF JASPER

BEFORE ME, the undersigned, on this day, personally appeared Gerald Cole, President of Rayburn Country Association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Rayburn Country Association and that he executed the same as the act and deed of such Association for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 30th day of MAY, 2006.

Sam Job
Notary Public in Jasper County, Texas



STATE OF TEXAS COUNTY OF JASPER
I HEREBY CERTIFY THAT THIS instrument was filed on the Date and time stamped hereby by me and was duly Recorded in the Official Public Records of Jasper County Texas on

FILED FOR RECORD
2006 MAY 30 A 9:16

MAY 30 2006

DEBBIE NEWMAN
CLERK, COUNTY COURT
JASPER COUNTY, TEXAS



BY Christina

Debbie Newman
County Clerk
Jasper Co., Texas

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