

153/196 DR

RESTRICTIONS OF
REBEL RIDGE SUBDIVISION
OF SABINE COUNTY, TEXAS

FILED FOR RECORD
AT 10 O'CLOCK AM.

MAR 27 1972

W. W. Conner
Clerk, County Court, Sabine County
BY *Minnie Beck* DEPUTY

STATE OF TEXAS X

COUNTY OF SABINE X

WHEREAS, Goodloe Bluff Estates Incorporated, a Texas corporation herein called Developer, is the owner and Developer of Rebel Ridge Subdivision, of Sabine County, Texas, according to plat executed by Goodloe Bluff Estates Incorporated, which plat is being filed simultaneously with these restrictions in the office of the County Clerk of Sabine County, Texas, to which plat and its record reference is hereby made for all purposes, such plat bearing date of March 27, 1972; and being filed at vol. 1 p. 165 of the Plat Records of Sabine County, Texas, which is hereby incorporated by reference.

WHEREAS, it is desirable and advisable for the benefit of the public in general and persons purchasing lots in said subdivision to place restrictions and conditions thereon designating and describing the manner and for what purposes lots in said subdivision may be used, and the type and size of structure erected in said subdivision, which purposes are to be effectuated by these restrictions:

NOW THEREFORE, Goodloe Bluff Estates Incorporated hereby establishes the following reservations, conditions and restrictions, to be covenants running with the land, and to inure to the use and benefit of itself, its successors and assigns, and their heirs, successors and assigns, purchasing or owning land in said subdivision:

1. Land Use and Building Type

No lot shall be used for other than single residential purposes except lots designated for commercial or park purposes or as hereafter provided. A company or corporation lodge or guest house in which no commercial activities are conducted will be construed as a residence.

Not more than one habitable residence or lodge having a minimum of eight hundred (800) square feet of living area exclusive of open porches, patios, stoops, open or closed car ports or garages shall be constructed on any lot, except that guest houses and other appropriate accessory buildings will be permitted subject to approval by the Rebel Ridge Improvement and Control Committee as hereafter provided.

No building or structure of any type will be allowed to be erected, placed, or permitted to remain on any lot until the construction plans and drawings shall have been reviewed and approved in writing by the Rebel Ridge Improvement and Control Committee. Manufactured housing may be permitted subject to approval of the Improvement and Control Committee. Completion of the exterior of any building shall not exceed six (6) calendar months.

No mobile homes shall be permitted in Section I.

Mobile homes are permitted in Section II. Mobile homes will contain not less than five hundred (500) square feet and must not be

over five years old from the date of manufacture to the date they are placed upon the lot. All mobile homes must be parked on each lot in a manner approved by the Rebel Ridge Improvement and Control Committee. All mobile homes must be completely enclosed (skirted) from ground level to the lower portion of outside walls. Skirting work is to be completed within forty-five (45) days after utilities are connected to the mobile home.

Each residence or accessory building shall be newly constructed and no old, used, existing building or structure of any kind shall be moved on to any lot. No temporary structure such as a tent, shack, garage or other outbuilding shall be used on any lot as a residence except that temporary quarters in the form of a camper, motor home or travel trailer may be used during the construction of a permanent dwelling provided that such temporary structure is not permitted to remain on the property for more than six (6) months and provided that the use of such structure is not in violation of sanitation and health regulations applicable thereto. It is further provided that a lot owner is permitted to camp on his lot for a period not to exceed fourteen (14) days continuous occupancy.

2. Building Location

No building or structure shall be located on any lot nearer than fifteen (15) feet to the front or side street lot line. No building or structure shall be located nearer than five (5) feet to an interior lot line. No building or structure shall be located nearer than fifteen (15) feet to the rear lot line. On lots having water frontage, no building or structure shall be permitted to be placed on or to encroach upon or over the land owned by the Sabine River Authority without the permission of the Sabine River Authority.

3. Subdivision Water System

A central water supply and service line to each lot will be provided which must be utilized by each lot owner. No wells shall be drilled on any lot. The water system will be installed and maintained by the Developer or its designated agent during the time lots are being sold, at which time, or at any time thereafter, the Developer may, at its option, continue operation of the system in the same manner or convey the system and its maintenance responsibilities to the Rebel Ridge Improvement and Control Committee or to a third party operator. Fees for water service during the period of operation by the Developer will be in such amounts as hereinafter specified.

1. Water service will be provided at an exterior lot line at a location optional to the Developer. It shall be the purchaser's responsibility to install whatever lines are required to serve his dwelling from that point.
2. The Developer, or other owner of the water supply system is hereby given, and shall have, a lien upon each lot as security for payment of all water fees and charges, which lien may be foreclosed in a court of competent jurisdiction.
3. An annual water availability or use fee of \$60.00 will be payable every twelve months from date water is available to the lot or if metered, the applicable rate established for the subdivision.
4. A tap on water fee of \$50.00 is payable at the time

that water tap on connection is requested.

5. Persons purchasing more than one contiguous lot in the subdivision shall not be required to pay more than water availability, usage or tap on fee, until such time as more than one dwelling shall be constructed or erected on such lots, or actual water use begins.
6. Persons not in the recorded subdivision shall be permitted, at the discretion of the Seller, to tie on to the subdivision water system at rates to be agreed upon and under the above conditions.
7. Annual use fees will be renegotiated every five years in order to assure sufficient capital to provide an adequate water supply to property owner.

4. Sewage Disposal Systems

No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal systems shall be of a type approved or recommended by the State and local Departments of Health or other regulatory authority, and shall be maintained by a grantee as to the portion thereon on his lot or lots at all times in a proper sanitary condition and in accordance with all applicable rules, regulations and laws.

When a sewer line from a central sewerage disposal system is laid along any lot in said subdivision, it shall be incumbent upon the purchaser of any lot to establish a connection with such sewer line and system without delay at his own expense and thereafter to make use of the same to the exclusion of all latrines, cesspools, or septic tanks.

If a central sewerage disposal system is installed the Grantee-Buyer agrees to pay a sewerage fee each month from the time the system is available to the lot and to pay a tap on fee of Three Hundred Fifty (\$350.00) Dollars at the time of connection with the system. The monthly sewerage fee shall be established by the Rebel Ridge Improvement and Control Committee and shall be in an amount adequate to operate and maintain the sewerage disposal system. Persons purchasing more than one contiguous lot in the subdivision will not be required to pay more than one sewerage tap on or usage fee, until such time as more than one dwelling shall have been constructed or erected on such lots, or actual usage of the system begins as to a specific lot that has construction or maintenance of a dwelling thereon or usage of some system on a lot.

5. Easements

Easements for installation and maintenance of any and all utilities, water lines and drainage facilities are reserved as shown on the recorded plat. In addition to easements shown on said plat, easements are reserved for a distance of ten (10) feet from the front and rear of each and every lot and for a distance of five (5) feet from the lateral boundaries of each and every lot and over the entire area of all commonly owned and dedicated streets and parkways and reserved from time to time in any conveyance by Goodloe Bluff Estates Incorporated and/or its successors or assigns, and they shall have the sole right to determine specific locations for various utilities within the said subdivision. The foregoing provisions of this paragraph may be changed by Developer where due to terrain it may be impractical for sewerage lines to traverse lots in the designated easements.

6. Streets

Developer does hereby dedicate, subject to the reservations contained herein, to the purchasers and owners of lots in said subdivision, all of the streets shown thereon forever. Said streets are dedicated as such for the exclusive use and benefit of the purchasers of lots in this subdivision and said streets are not hereby dedicated to public use at this time but Developer reserves the right at any time prior to January 1, 1977 to dedicate said streets to the county for public use.

7. Firearms

Firearms shall not be used or displayed in any irresponsible or dangerous manner, nor shall firearms be discharged within the subdivision.

8. Livestock and Poultry

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

9. Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Each lot owner shall be responsible for disposing of all of his trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local governmental authority.

10. Oil and Mining Operations

No drilling, oil developing operation, 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 or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil, or natural gas shall be erected, maintained or permitted upon any lot.

11. Signs

All signs, billboards, posters or any other type advertising media of any kind is prohibited except that one sign, not exceeding three (3) square feet of surface area, may be displayed for the sale or rental of the property. Notwithstanding anything contained herein, the Developer reserves for itself the right to place signs of any size on any lot not sold by it.

12. Nuisances

No noxious or offensive trade or activity shall be carried on, upon any lot, nor shall any activity be conducted thereon which may be or become an annoyance or a nuisance to the residents of the subdivision. No manufacturing or commercial enterprise, or enterprise of any kind for profit shall be maintained upon, in front of, or in connection with the lots in the subdivision, nor shall said lots in any way be used for other than strictly residential purposes.

13.1 Improvement and Control Committee

The Rebel Ridge Improvement and Control Committee shall be

composed initially of persons designated in writing by the Directors of Goodloe Bluff Estates Incorporated from time to time. After seventy-five per cent (75%) of the lots in the subdivision have been sold or conveyed by Contract of Sale or Deed, the then owners may appoint a committee composed of three (3) members owning lots in said subdivision to replace the membership of the committee or its successors or the membership of the initial committee may, in its discretion, before seventy-five per cent (75%) of the lots have been conveyed by Contract of Sale or Deed, appoint three (3) members to replace them on the committee. Each owner shall be entitled to one vote for each lot to which he then holds record title.

13.2. After seventy-five per cent (75%) of the lots in said subdivision have been conveyed by Contract of Sale or Deed, then, either on their own motion, or in the event ten (10) or more lot owners so request, the undersigned may arrange for the initial election of the members of a committee to replace those named herein. At any time after one year from the next preceding election, the committee may arrange for any election for the removal or replacement of committee members--either in its own discretion, or when so requested in writing by ten (10) or more lot owners. The initial election or any subsequent election shall be governed by the following rules:

(a) Written notice of such election, given by actual notice or by addressing such notice by mail to the last known address of each addressee at least two (2) weeks prior to such election, shall be given to each of the then lot owners in said subdivision. Certification as to the mailing of such notices shall be deemed to be sufficient under these rules. Voters shall be evidenced by written ballot and the ballot shall be retained for at least one year after such election. Election shall be by the majority vote of those owners then voting in such election. Vacancies occurring between elections may be filled by the remaining members of the committee.

13.3. The Rebel Ridge Improvement and Control Committee shall have the following powers and functions:

(a) Collect and expend, in the interest of the subdivision as a whole, the maintenance fund herein created.

(b) Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any lot owner in said subdivision).

(c) Enforce any lien imposed on any part of this subdivision by reason of the violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided, and to execute a release of such lien upon performance.

(d) Approve or reject plans and specifications for improvements to be erected in said subdivision. All plans and specifications for improvements must be submitted to the committee for approval prior to the commencement of construction of any such improvement. If the committee fails to act within thirty (30) days after submission to it of plans and specifications, construction in accordance with these restrictions may begin.

13.4. (a) Each lot in said subdivision conveyed by the undersigned, its successors or assigns, is hereby subjected to a maintenance charge to be set by the Rebel Ridge Improvement and Control Committee, which charges are to be fair, equal and uniform, for the purpose of creating a fund to be known as "Maintenance Fund," to be paid by the

owner of the lot, the same to be secured by a lien upon said lot, and payable annually on the first day of January of each year in advance beginning January 1, 1973, to Rebel Ridge Improvement and Control Committee, and said charge and lien are hereby assigned to the committee.

(b) The initial charge for such fund is the sum of \$1.00 per lot per month and shall be paid into Rebel Ridge Improvement and Control Committee and this amount may be increased only if the owners of seventy (70%) per cent of the lots in the subdivision concur in such higher fee.

(c) Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses incurred for any or all of the following purposes: Lighting, improving and maintaining the streets, boat ramps and parking areas, paths, parks, purchase and operation of the subdivision water and/or sewerage systems, and doing any other thing necessary or desirable in the opinion of said committee to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of said committee in the expenditure of said fund shall be final so long as such judgment is exercised in good faith.

(d) Such maintenance charge will extend for a period of twenty-five (25) years from January 1, 1972, and shall be extended automatically for successive periods of ten years unless the then owners of a majority of the lots in the entire addition vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by the owners of a majority of the lots and recorded in the Deed Records of Sabine County, Texas. By acceptance of his Deed such purchaser agrees and consents to and joins in such maintenance charge.

14. Term

These covenants and restrictions shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Sabine County, Texas, after which time such covenants shall be extended automatically for successive periods of ten (10) years except as hereafter provided, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change such covenants in whole or in part or to revoke them. Notwithstanding the foregoing, the restrictions provided herein may be changed at any time prior to January 1, 1977 by a vote of two-thirds (2/3rds) majority of the then owners of the lots in the subdivision (each lot having one vote in which the Developer shall be included as a party to the lots still owned).

15. Enforcement

Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any lot in said subdivision.

16. Mortgagee's Rights

Any violations 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, regulations or covenants, shall have been violated.

17. Outstanding Minerals

Goodloe Bluff Estates Incorporated has acquired the afore-described tracts subject to a prior reservation in a prior owner of record of nearly all of the oil, gas and other minerals in, on, or under the above described land and there was excepted through such prior reservation nearly all oil, gas or other minerals and any not so previously reserved are reserved to Developer.

18. Non-Waiver

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 no waiver of any breach of any of the covenants, agreements, restrictions and conditions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, agreements, restrictions, and 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.

19. Fences

No fence shall be permitted to extend nearer to a front or side street than the easements defined in Section 5.

20. Government Authorities

Recognition is here taken of the fact that the hereinabove described tract of land fronts on the Toledo Bend Reservoir and is adjacent to lands owned and acquired in connection with the Reservoir Project and that Goodloe Bluff Estates Incorporated and its successors, transferees or assigns purchasing any interest in said lands acquire the same subject to any restrictions, exceptions, or conditions imposed by any governmental authority, Federal, State or County or branch thereof or created thereby. Any subsequent owner of any part or parcel of said tract shall have the same remedies as aforeprovided for breach of any restriction, exceptions or conditions imposed by any governmental authority, Federal, State, or County or branch thereof or created thereby.

21. Parks, Other Facilities

The Developer may, on any lot(s) and/or tract(s) owned or controlled by it, construct, maintain, use and allow to be used by others, parks, playgrounds, recreation areas, boat storage, boat landings, sales offices, water wells and/or related equipment such as pumping storage, operation and maintenance facilities, sewerage lift or pumping stations, etc.

22. Additional Buildings

No boat house, warehouse or other out building shall be built or maintained on the lake side of the taking line of any lot owner's property by the owner of the adjacent lot or parcel or other owner of a lot or parcel of land in the subdivision, except as permitted by the Rebel Ridge Improvement and Control Committee and the Sabine River Authority.

23. Invalidation of Provision

Invalidation of any one or more of these covenants or restrictions by a judgment of any court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

24. Enforcement

Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the owner of any lot in said subdivision.

25. Miscellaneous

Butane tanks must be so placed that they are not visible to the general public or other residents.

Unightly storage of junk, non-functioning vehicles, lumber or building materials after completion of construction etc. outside of buildings will not be permitted.

Outside clothes lines should be screened from view of other residents and the general public.

GOODLOE BLUFF ESTATES INCORPORATED

BY Waynard C. Nelson
President

ATTEST:

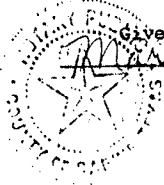
Larissa A. Nelson
Secretary



STATE OF TEXAS X

COUNTY OF SABINE X

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Maynard E. Nelson, president of Goodloe Bluff Estates Incorporated, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Goodloe Bluff Estates Incorporated for the purposes and consideration therein expressed, and in the capacity therein stated.



Given under my hand and seal of office this 27th day of March, 1972.

Reneigh J. C.
Notary Public in and for
Sabine County, Texas

I, W. W. Cavender, County Clerk of Sabine County, Texas, do hereby certify that the foregoing instrument was filed 3-27, 1972 at 10 o'clock A. M. and duly recorded 3-31, 1972 at 9 o'clock A. M.

W. W. Cavender Clerk By Minnie Gosch Deputy.