

269/276

SUPPLEMENTAL RESTRICTIONS, RESERVATIONS, COVENANTS
AND CONDITIONS APPLICABLE TO SECTION 21
RAYBURN COUNTRY

THE STATE OF TEXAS RAYBURN COUNTRY DEVELOPMENT CORPORATION, ET AL
TO R-572
COUNTY OF JASPER THE PUBLIC

WHEREAS, RAYBURN COUNTRY DEVELOPMENT CORPORATION, a Texas Corporation, maintaining its principal office and place of business in Sam Rayburn, Jasper County, Texas, hereinafter referred to as "Rayburn", executed certain RESTRICTIONS, RESERVATIONS, COVENANTS and CONDITIONS applicable to Section 21 of Rayburn Country subdivision, which instrument was filed of Record in Volume 261, pages 648-669, of the Deed Records of Jasper County, Texas, hereinafter referred to as "ORIGINAL RESTRICTIONS"; and

WHEREAS, Rayburn desires to make certain modifications of the ORIGINAL RESTRICTIONS to provide for a replatting of the residential lots contained in such previously recorded plats; and

WHEREAS, Rayburn will simultaneous with the filing hereof, file a revised plat for the aforementioned section which replatted lots shall be subject to the Original Restrictions of record, together with the Supplemental Restrictions, Reservations, Covenants, and Conditions ("Supplemental Restrictions") set forth and contained herein.

NOW, THEREFORE, Rayburn hereby declares that all of the lands described in Section 21 as described and delineated on such replatted Section filed of even date herewith, shall be held, sold and conveyed subject to the Original Restrictions as well as the following Supplemental Restrictions, Reservations, Covenants and Conditions, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These restrictions, reservations and conditions shall be covenants running with the land,

that each contract or deed which may hereafter be executed with regard to any of the lots in said Subdivision shall conclusively be deemed to have been executed, delivered and accepted subject thereto, that all owners of lots within said Subdivision shall be bound by the terms and provisions hereof and that same shall be enforceable by Rayburn, its successors and assigns, by each and every owner of any lot in said Subdivision and by Rayburn Country Association, a Texas non-profit corporation, (the "Association") its successors and assigns. Said Association has been organized for the purpose, among others, of enforcing the restrictions applicable to lots in said Section 21, Rayburn Country, and to other subdivisions, lots and tracts which shall be hereafter created by Rayburn in the vicinity of Rayburn Country and as to which restrictions shall be imposed by Rayburn by recorded instrument.

Rayburn has caused a replat to be prepared covering the subject lands, which plat is filed for record contemporaneously with the filing for record of these Supplemental Restrictions, which Supplemental Restrictions shall be supplementary to and, where applicable, supplement and/or modify the Original Restrictions as indicated.

THE SUPPLEMENTARY RESTRICTIONS, COVENANTS, RESERVATIONS AND CONDITIONS are applicable to said Section 21, Rayburn Country, and shall be in addition to that which is contained in the ORIGINAL RESTRICTIONS and applicable where indicated, to those higher density lots referred to as "Patio Lots":

1. PATIO LOT BUILDING RESTRICTIONS:

(a) No principal dwelling house shall be constructed or maintained which shall have a living area, inclusive of garage, and exclusive of patios, terraces and open porches, which does not meet and conform to the following minimum requirements:

| <u>Patio Lot Size</u> | <u>Minimum Area</u> |
|-----------------------|---------------------|
| 30' x 50' | 850 sq. ft. |
| 40' x 50' | 1,000 sq. ft. |
| 40' x 60' | 1,200 sq. ft. |

(b) Each dwelling house shall contain an enclosed non-detached garage area, sufficient for parking a minimum of one (1) standard-sized automobile. Garage shall be located at the front portion of each dwelling unit except where lot location and roadway access permit otherwise, and the Environmental Control Committee ("E.C.C.") has approved such garage location.

(c) Driveways shall be of such width and design which shall conform to the garage location and width and the lot relationship to the adjacent roadway. Where common areas intervene between a lot and the adjacent roadway, the driveway shall be completed by the lot owner to the roadway surface and shall have a continuing easement for the purpose of constructing, maintaining and using of the driveway. Driveways as so extended through the common areas shall not cross or encroach upon an extension of the side lot lines if projected to the roadway surface unless the ECC gives express written approval of plans which call for such a driveway variance.

(d) Driveway Materials shall be constructed so as to provide a hard surface with minimum specifications to call for concrete (Portland Cement 4") or asphaltic concrete (1-1/2", with 4" gravel base).

(e) No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alterations thereto be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ECC. All lot areas which do not have a building erected thereon, including driveway, shall be properly landscaped.

(f) No building shall be located nearer to a side lot line than two (2) feet. Such measurement shall be taken to the outer edge of the building eave. Each building shall have a minimum eave of one (1) foot. Building may be constructed to the front and rear lot lines.

(g) The E.C.C. shall have complete discretion in the exercise of its judgment and control regarding all Patio Lots. Such lots, because of the higher density plan, shall be subject to strict architectural controls of the E.C.C. Approval of building specifications shall include, but not be limited to, exterior style, color, materials, roof type and color. Once the exterior style, color, materials, roof type and color have been approved there shall be no change in these items without specific approval of the E.C.C. prior to or after initial construction.

(h) The roadway indicated on the plat filed contemporaneously herewith may be relocated by Rayburn so as to conform with terrain conditions and lot utilization. Such relocation may take place at the time of dedication of such improvement or at a later date prior to completion of the roads and utilities. Such final roadways will be appropriately described and identified for amendment of the plat records on file.

(i) All utilities shall be underground and located in the common areas except where it is determined by the E.C.C. that it is necessary to locate such utilities over a portion of a lot. Rayburn shall have an easement for such purposes and shall have the right to so place and construct utilities.

(j) All patio lot owners shall have equal right to the use and enjoyment of the limited property designated on the plats filed of record. Such use and enjoyment shall include the right of ingress, egress to and over the common areas, for driveway purposes, provided however, that parking of an automobile will be permitted on the paved hard surface driveway area constructed by the lot owner in the common area adjacent to his lot, but no portion of the vehicle shall be parked on the roadway surface or right of way area not in the common area.

2. GENERAL COVENANTS:

The following covenants shall be applicable to all lots contained in Section 21 regardless of the type of lot and shall supplement those provisions contained in the Original Restrictions. In the event of any conflict between provisions contained in the Original Restrictions and these Supplemental Restrictions, these Supplemental Restrictions shall govern.

(a) The contractor, builder, person or entity constructing a building upon the properties shall, prior to beginning the construction of any such building, furnish the E.C.C. proof that a suitable completion bond has been made to insure completion of the building and to indemnify the Owner against material and mechanic liens. At the same time there shall be furnished to the E.C.C. satisfactory proof that builders' risk insurance, including workmen's compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish the E.C.C. such credit information and proof of financial ability to complete the building within the time requirements as shall be required by the E.C.C. In such case,

the Owner shall also furnish to the E.C.C. proof of builders' risk insurance, including workmen's compensation insurance, if applicable, being in effect for the construction period.

(b) Time for Completion of Buildings. Single family structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the E.C.C. when the plans and specifications for the particular structure are approved by the E.C.C.

The contractor, builder or Owner will submit all structures to inspection by the E.C.C. In the event of non-compliance with completion dates as herein provided, Rayburn shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same, Rayburn or the Association shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

(c) In the event the owner of any lot or dwelling unit shall fail to properly provide for exterior maintenance as to buildings or grounds, Rayburn or the Association may, but shall not be obligated to do so, provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

(d) The cost of such exterior maintenance shall be assessed against the lot or dwelling unit upon which such maintenance is done and shall be added to and become a part of the annual assessment charge to which such lot or dwelling unit is subject as part of such annual assessment or charge, it shall be a lien subject, however, to lien by reason of a first mortgage or first deed of trust. Upon collection by the Association, the cost shall be paid to the party who has performed the work.

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(e) For the purpose solely of performing the exterior maintenance authorized by this provision, the developer or the association through its respective duly authorized agents or employees shall have the right, after reasonable notice to the owner, to enter upon any lot or exterior of any dwelling unit at reasonable hours on any day except Sunday.

(f) Rayburn shall have the paramount right to construct all dwelling units. In the event a lot owner elects to obtain a bona fide construction bid from an independent contractor, Rayburn shall have the right of first refusal to construct the dwelling unit at the bid price. Rayburn shall have the right to decline the construction of any unit.

(g) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 10 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. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(h) All signs are prohibited in areas zoned upon any recorded subdivision plat as Residential except:

(1) Signs erected by the Association for identification of streets, traffic control and directional purposes;

(2) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed one square foot in area;

(3) Signs erected by Developer in connection with its sales program.

EXECUTED this 6th day of August, 1974.

RAYBURN COUNTRY DEVELOPMENT CORPORATION

ATTEST:

By Charles S. Clark
Charles S. Clark, President

B. F. Whitworth, Jr.
B. F. Whitworth, Jr.
Assistant Secretary

RAYBURN COUNTRY ASSOCIATION

ATTEST:

By Charles S. Clark
Charles S. Clark, President

B. F. Whitworth, Jr.
B. F. Whitworth, Jr., Secretary

THE STATE OF TEXAS

COUNTY OF JASPER

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES S. CLARK, President of RAYBURN COUNTRY DEVELOPMENT CORPORATION, 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 DEVELOPMENT CORPORATION, a corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of August, 1974.



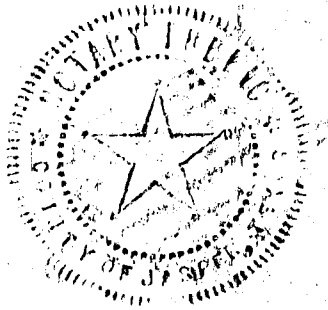
B. F. Whitworth
Notary Public in and for
Jasper County, Texas
B. F. WHITWORTH

THE STATE OF TEXAS

COUNTY OF JASPER

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES S. CLARK, 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, a corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 6th day of August, 1974.



B. F. Whitworth
Notary Public in and for
Jasper County, Texas
B. F. WHITWORTH

FILED FOR RECORD Aug. 16, 1974 AT 2:00 O'CLOCK P.M.
EULIS HANCOCK, COUNTY CLERK, JASPER COUNTY, TEXAS
BY Donnie Hawthorne DEPUTY