

RESTRICTIONS, RESERVATIONS, COVENANTS AND
CONDITIONS APPLICABLE TO SECTION 44
RAYBURN COUNTRY

16936

DMI INVESTMENT CORP. ET AL
TO 16936
THE PUBLIC RE: SECTION 44

THE STATE OF TEXAS

COUNTY OF JASPER

WHEREAS, DMI INVESTMENT CORP, a Texas corporation, maintaining its principal office and place of business in Sam Rayburn, Jasper County, Texas hereinafter referred as to as "Rayburn", is the owner of the following described land situated in Jasper County, to-wit:

All of that certain property comprising Section 44, Rayburn Country, a Subdivision of 16.088 acres of land according to the map or plat thereof filed for record in the office of the County Clerk of Jasper County, Texas, on this 3rd day of June, 1983, under County Clerk's File No. 16673 and recorded on Page 5 in Volume 2 of the Plat Records of Jasper County, Texas, hereinafter sometimes referred to as "said Subdivision", and

WHEREAS, "Rayburn Country" is a recreational land development comprising lands and facilities in Jasper County, of which Section 44 is a part, Sections 1 through 6 having heretofore been declared subject to Restrictions under a scheme of development consistent with one another but differing from these Restrictions, and it is contemplated that further sections may be created and made subject to Restrictions identical or similar to this, following the scheme of development of Section 44, and Rayburn is ready to convey lots in this said section and, before doing so, desires to subject them to and impose upon them mutual restrictions, reservations, covenants, conditions and charges under a general plan of improvement and protection for the benefit of this and other sections in Rayburn Country; and

WHEREAS, Rayburn Country Association has been chartered as a non-profit Texas corporation whose membership shall be comprised of property owners of this and additional Sections for the purpose of mutual benefit, and which has heretofore entered into an Agreement with Rayburn respecting certain improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Rayburn, acting herein by and through its duly authorized officers, does hereby place and impose the restrictions, Covenants, reservations and conditions hereinafter set out on the numbered lots in the above described property and does hereby provide that all said restrictions, covenants, 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, its successors and assigns. Said Association has been organized for the purpose, among others, of enforcing the restrictions applicable to lots in said Section 44, Rayburn Country, and to other Subdivision, 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. Said

Rayburn Country Association is to be distinguished from Rayburn Village Improvement Association (known for a time as Rayburn Country Improvement Association), a similar Texas non-profit corporation, which was organized to develop and care for improvements relating to Section 1 through 6 of Rayburn Country. It is further contemplated that, as the need for additional improvements arises, Rayburn Country Association and without limiting the effectiveness of these Restrictions here imposed.

THE RESTRICTIONS, COVENANTS, RESERVATIONS AND CONDITIONS which are applicable to said Section 44, Rayburn Country, are as follows:

1. RESERVATIONS, EASEMENTS:

(a) Rayburn Reserves for itself, its successors and assigns, the right at any time or from time to time to create easements and rights of way for utility use, for drainage purposes, for slope control, pedestrian walkways, television cables, or any one or more of the same across any lot in said Subdivision; provided, however, that said easements and rights of way shall be located along one or more of the property lines and extended not more than 10 feet therefrom and provided further that pedestrian walkways shall be located only along lot lines fronting on streets and within 10 feet therefrom.

(b) Rayburn reserves the right to impose further restrictions and to grant or dedicate additional easements and roadway rights-of-way on any unsold sites in said Subdivision, such restrictions to be imposed and such easements

and rights-of-way to be granted or dedicated either by instruments in writing duly recorded in the office of the county clerk of Jasper County, Texas or incorporated in the deed from Rayburn conveying the site to be so restricted or subjected to such easement or right-of-way.

(c) Neither Rayburn nor any utility company using the easements created pursuant hereto shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

(d) It shall be and is expressly agreed and understood that the title conveyed by Rayburn to any lot or parcel of land in this said Section, by contract, deed or other conveyance, shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power or telephone line, poles or conduits or any other utility or appurtenances thereto, if any, constructed by Rayburn or any utility company through, along or upon the easements in said Subdivision.

2. UNDERGROUND UTILITIES

All utility pipes, wires, lines and other utility installations shall be buried beneath the surface of the ground, except such facilities which are customarily installed at or above the surface in connection with underground utilities. Without limiting the foregoing, it is expressly provided with respect to electrical service lines as follows: (1) All service lines, from service pedestal to building entrance, shall be buried not less than 3 feet below the earth's surface; (2) Such service lines shall comply with the specifications required by the utility furnishing the electrical service as to size, type of wire and placement; and (3) The owner of each lot will either have such lines installed and pay for installation or pay said electrical utility the difference in costs, if any, for underground service as compared to above-ground

installation.

3. SPECIFIC LAND USE:

(a) No lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, together with a garage or carport attached thereto by a covered breezeway or otherwise, and a guest house for the use solely of the owner or occupant of the single-family dwelling, and boundary line and patio fences and retaining walls, provided, however, that piers, boathouses and similar facilities may be constructed if same are permissible under governmental regulations and are approved in writing by the Environmental Control Committee. No business or profession shall be carried on or conducted upon any portion of said property.

(b) No lot in said Subdivision shall be subdivided into smaller lots or parcels of land to obtain additional building sites. Only one residence shall be constructed on each lot. However, this shall not prohibit the construction of one residence on two or more lots as shown on said map or plat, provided approval of the Environmental Control Committee be obtained, but all charges and liens shall remain applicable to the property as separate lots.

(c) Until Rayburn has sold all of the lots in said Subdivision, a field office may be located and maintained on one lot by Rayburn and its sales agents, the location of which field office may be changed from time to time as the lots are sold. Except for said office, no trailer, mobile home, tent, shack or other temporary structure shall ever be placed on any lot, except during construction of improvements on the lot and to be removed on completion of improvements, and no temporary building, garage or other outbuilding placed on any lot shall at any time be used for human habitation.

4. BUILDING RESTRICTIONS:

(a) No principal dwelling house shall be constructed or maintained which shall have a living area, exclusive of garage, patios, terraces and open porches, of less than 1,250 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 Environmental Control Committee if such prescribed distances are not feasible, considering the terrain of the lot.

(c) No building or structure shall be constructed of a building material that will cause the sunlight to be unduly reflected nor shall any building or other structure be painted with any paint or other material that will cause the sunlight to be unduly reflected, the Environmental Control Committee hereinafter provided for to be the sole judge of whether there is undue reflection.

(d) All driveways shall be paved with concrete, asphalt or other hard surface.

(e) No building or structure shall be erected except upon approval of the Environmental Control Committee, as provided in Paragraph 5; such Committee shall have the power to disapprove any plans for structures not in harmony with nearby structures of contrary to the substantial interests of other lot owners in this Section.

5. ENVIRONMENTAL CONTROL COMMITTEE:

(a) An Environmental Control Committee of three shall be appointed initially by Rayburn to serve for five (5) years. Thereafter, all appointments (or vacancies occurring before then) shall be made by the Board of Directors of the Rayburn Country Association. Said Committee shall function in accordance with this instrument, and with such further rules and regulations as may be authorized by Rayburn Country Association,

provided such rules and regulations are not inconsistent with the provisions hereof. Said Committee's approval or disapproval as required in these restrictions shall be in writing, and 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.

(b) Two copies of plot plan, plans and specifications and details of any proposed construction of alteration, including proposed construction material, color scheme and landscaping on any lot in said Subdivision shall be delivered to said Environmental Control Committee together with an examination fee of \$30.00 to defray Committee expenses. Such plans shall be approved or disapproved within thirty (30) days after submission (except that, if not disapproved within such thirty (30) days, the plans shall be deemed approved), and all construction shall conform in detail to such plans and specifications so approved. Approval by this Committee shall in no way render the Committee, the Association or Rayburn liable for any defects in the plans or the work.

(c) The Environmental Control Committee may allow reasonable variances and adjustments in the building restrictions in order to overcome practical difficulties and overcome hardships, and may render advisory rulings regarding such variances, provided the variance shall not be materially detrimental to other property in the Section.

6. GENERAL REGULATIONS:

The following general regulations shall also apply and may be enforced as herein provided, except that waivers specifying certain expiration dates for cases of genuine hardship may be sought and obtained from the Environmental Control Committee:

(a) All property owners must use the water, sewage

and sewage disposal system made available to this Section and no private water wells, septic tanks or outside toilets will be allowed. Storm water shall not be allowed to flow into the sewage system.

(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 six (6) months from commitment.

(d) Only well-behaved household pets shall be allowed and animals which interrupt the quiet of the neighborhood or cause reasonable concern for the safety of person, pets or property are prohibited.

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

(f) No stripped down, partially wrecked, or junk motor vehicle, or sizeable part thereof, shall be permitted to be parked on any street or lot in the Section.

(g) Every tank for the storage of fuel installed outside any building in the Section 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 the Section 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.

(i) No noxious, offensive or illegal activities shall be carried on 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) Any structure which may be destroyed in whole or in part by fire or windstorm must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than sixty (60) days.

(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 the Section, 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 the Section 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) Rayburn or the Association shall have the right to undertake and perform the work necessary to bring any lot in violation of these requirements into compliance, and to charge the reasonable cost thereof back to the lot owner.

7. RAYBURN COUNTRY RECREATIONAL CENTER AND GREEN AREAS:
CREATION, USE AND CHARGES:

(a) Recreation Center and Green Areas being Created
for Lot Owners:

Pursuant to and subject to the terms and conditions of that certain agreement (called the "Association

Agreement"), dated March 29, 1971, and recorded this date in the Deed Records of Jasper County, Texas, between Rayburn Country Development Corporation and Rayburn Country Association, which Agreement is incorporated by reference, Rayburn undertakes to establish forthwith a recreational area to be known as "Rayburn country Recreation Center", and at its discretion, at other times, to set aside green areas and other facilities within the recreational land development; and Rayburn agrees to construct in the Recreation Center a swimming pool, bath houses, tennis courts, basketball courts, and restaurant, and may construct such other facilities as may be agreed upon in writing between Rayburn and the Association; and Rayburn agrees to convey said Recreation Center, including the land and the agreed improvements, to the said Association, and as part of the consideration thereof said Association agrees to execute and deliver to Rayburn its vendor's lien note in a principal sum of the fair value of the land and improvements (but not less than the cost of construction of such improvements, including interest, fixed cost and overhead, and architectural, planning and supervisory fees and expenses relating to the development of the Recreation Center), hereinafter referred to as "Recreation Center Note", bearing interest at the rate of seven per cent (7%) per annum and payable as therein provided, and as specified in the Association Agreement, payment thereof being secured by the vendor's lien and also further secured by a deed of trust (the "Recreation Center Deed of Trust"). It is specifically understood that other green areas or facilities in the development as to which lot owners in this Section shall have the right of use may also be conveyed by Rayburn under the provisions of the said Association Agreement, under the format above described; and the Association may enter the obligations to pay for such land and/or improvements on a deferred basis, granting a further lien on the Association property for payment therefor; however, to amortize such payment, the Association

may not increase the amount of the annual amortization charge to any lot owner, but may extend the charges for an additional period or periods necessary to amortize such payment.

(b) Use of Recreation Center Designated to Lot Owners

The record owners of each and all of the lots in the said Section of Rayburn Country, and any other lots in any other subdivision hereafter formed (the owner of a condominium unit shall be deemed a "lot owner" for purposes of this provision) in Rayburn Country as to which these restrictions and covenants are imposed by Rayburn by a recorded instrument and are thereby declared by Rayburn to be enforceable by the Association, which instrument expressly extends to the owner of each said property the right and easement of enjoyment in and to the Recreation Center shall have a right and easement of enjoyment in and to the Recreation Center, which easement is appurtenant to and passes with the title to each such lot or tract, subject, however, to the following:

(i) The terms and provisions of the said Agreement, Deed, Deed of Trust, and these restrictions;

(ii) The right of the Association, acting in accordance with its Articles of Incorporation and By-Laws, to exercise all of the rights of ownership with respect the subject to the said Agreement, Deed, Deed of Trust and these restrictions, including but not limited to the right to mortgage the land and improvements of the Recreation Center;

(iii) The right of the Association, acting in accordance with its Articles of Incorporation and By-Laws, to make rules and regulations pertaining to use of the Recreation Center, including the right to govern admission to the facilities and charges for use

thereof; and further including the right to suspend the enjoyment rights of any such owner for default in the payment of charges or assessments or failure to observe the rules and regulations of the Association.

However, it is specifically understood that, should the Association, by majority vote of its membership, desire to sell or exchange this Recreation Center or any other property later acquired, then a deed of the Association executed by all of its Directors, together with a sworn certificate of its Secretary certifying as to the incumbency of the directors approving such conveyance, shall be effective to pass title to the grantee free of the rights and easements for use by lot owners reserved herein; furthermore, any property purchased or acquired by the Association shall be impressed with the rights and easements for use by lot owners provided for in this instrument.

(c) Amortization Fund

(i) An amortization fund, known as the Rayburn Country Association Amortization Fund shall be created for the purpose of providing for payment for capital obligations of the Association. No charge shall be payable with respect to any lot until the Recreation Center facilities are constructed and deeded to the Association; thereafter, the annual charge of \$50.00 shall become a lien and be payable by each lot owner on April 1st of each year. Commencing on the date the facilities are deeded to the Association and extending until such time as the note and all other capital obligations as shall hereafter be incurred by the Association are paid in full, each lot in the said Section of Rayburn Country (excepting those lots not conveyed out of Rayburn), as

well as each lot in any other subdivision heretofore or hereafter formed in Rayburn Country as to which restrictions are imposed by Rayburn by recorded instrument and are thereby declared by Rayburn to be enforceable by the Association, which covenants and restrictions expressly extend to the owner of said property the right and easement of enjoyment in and to the Recreation Center, shall be subject to an annual park amortization charge of \$50.00 per year for the purpose of creating a fund to be known as the "Rayburn Country Association Amortization Fund", which shall be paid to the Association and applied by it solely to payment of the annual installments on Association capital obligations. Such charge shall be paid annually in advance on the first day of April of each year. If the Recreation Center is not deeded to the Association until after April 1, 1972, then the first year's charge shall be prorated to the portion of the year to the next April 1st and payable on the next April 1st, together with the following year's charge in advance. For lots first sold by Rayburn after the Recreation Center has been deeded to the Association, this charge shall be prorated for the portion of the year during which the lot owner had title.

(ii) In the event that the Association determines that additional capital expenditures shall be or become necessary, the right is reserved in the Association to enter into an obligation to acquire such and/or improvements and to pay for them on a deferred basis, granting a further lien in the Association

property for payment therefor; however, to amortize payment therefor, the Association may not increase the amount of the monthly charge to any lot owner, but may extend the charges for an additional period or periods necessary to amortize such payment.

(iii) If, after payment of all obligations, a balance is left in the Rayburn Country Association Amortization Fund, such balance shall be transferred to the Rayburn Country Association Maintenance Fund hereinafter provided for.

(d) Maintenance Fund

Each lot in said Section of Rayburn Country , as well as each lot in any other Section designated heretofore or hereafter formed as to which restrictions are imposed by Rayburn by recorded instrument and are thereby declared by Rayburn to be enforceable by the Association, which covenants and restrictions expressly extend to the owners of said property the right and easement of enjoyment in and to the Recreation Center, shall be subject to an annual Recreation Center maintenance charge, to be assessed as hereinafter provided, for the purpose of creating a fund to be known as the "Rayburn Country Association Maintenance Fund", which shall be paid to the Association and applied by it solely to the operation, maintenance, and/or improvement of the Recreation Center and such other green areas or facilities as shall be owned by the Association. Such charge shall be paid annually at the same time and in the same manner as amortization charges are payable as provided above. The amount of such charge shall initially be \$50.00 per lot per owner, subject to being reset by the Board of Directors, as may in its judgment be advisable, but in no event shall such charge applicable to lots in said Section of Rayburn Country, exceed Fifty Dollars (\$50.00) per lot per year unless any such charge is approved by a vote of a majority of the votes entitled to be cast in the Association by owners of lots in said Section of Rayburn Country, and other lots as to which

such charge is applicable.

8. MEMBERSHIP IN ASSOCIATION

Every person who acquires title to a lot in the said Section shall become a member of the Association and entitled to one vote in Association affairs, as more particularly provided in the Charter and By-Laws of the Association. The purposes of the Association shall be the operation of common areas, the procurement of adequate maintenance and protection of facilities, the promotion of the community welfare, and such other activities considered desirable by its members and not provided by Rayburn. Membership shall be mandatory for all lot owners for so long as they are lot owners.

9. ANNUAL ASSOCIATION CHARGE

(a) For the purposes of the mutual benefit of lot owners and the Association, acting within its lawful authority, the Association shall have the right to levy against every member of the Association a uniform annual charge per single-family residential lot. The amount of said charge to be determined by the Board of Directors of the Association, for the purposes set forth in its Articles of Incorporation; provided, however, that the uniform annual charge shall in no event be less than Fifty Dollars (\$50.00) per lot and provided further that no such charge shall ever be made against, or be payable by the Association itself, or any organization that may operate utilities serving these lots or any access tract, marina, golf course, clubhouse grounds, or other like recreational facilities within the Section.

(b) Such charge shall be payable annually, in advance, commencing April 1, 1972, and on the first day of April of each year thereafter. On the initial purchase of a lot or lots such charge will be prorated, as of this date of the deed, for the year ending on the following March 31, and the owner will pay such prorated charge on the following April 1st, plus the next year's charge in advance. The amount of such charge shall initially be \$50.00/per lot per annum.

such lot, each of which liens may be foreclosed by an action at law or equitable foreclosure at any time within three (3) years after the date on which a notice of lien is filed in the County Clerk's office; and the property may be sold at public sale the same as upon execution. The Association is hereby given the authority to execute any instrument in writing expressly subordinating said liens securing said charges to the lien of any bona fide lender who hereafter lends monies for the purpose of purchasing any lot in said section and/or for the construction and/or permanent financing of any improvements on such lot, such instrument to be in such form and effect as may to the Association deem appropriate.

12. ENFORCEMENT:

(a) Rayburn and the Association, and their respective successors and assigns, and any person, firm or corporation owning any of the lots subject to the restrictions herein contained, or similar restrictions hereinafter imposed, may require (but no party shall have any affirmative obligation to take action to require) the observance of these conditions, restrictions, and covenants by the prosecution of any proceedings at law or in equity against any person, firm or corporation violating or attempting to violate the same to require removal of any such violation or to enjoin the attempted violation and shall also be entitled to sue for damages resulting from such violation. The Association alone shall be entitled to obtain a judgment for the unpaid charges provided herein.

(b) Invalidation of any of the provisions of this instrument by judgment of any court shall in no way affect any of the other provisions, which shall remain in full force and effect.

13. OWNERSHIP OF AMENITIES, PRIVATE ROADS AND OTHER TRACTS:

It is acknowledged that Rayburn retains ownership of certain amenities, such as the golf course, the clubhouse, access and greenway tracts and other tracts in and around the recorded subdivisions of Rayburn Country reserving to itself the right to

govern the use and enjoyment thereof. Rayburn shall have the right, at any time, to dedicate to the Government or quit claim to the Association any part or all of the facilities it owns in Rayburn Country if conveyed to the Association the Association agrees to accept the conveyance and to maintain the facilities (failing which Rayburn may maintain the facilities, charging back the cost thereof to the Association); however, the Association shall only accept fee simple title, subject to then existing easements and current taxes, and shall not be required to assume any lien upon such tract or facility.

14. MEMBERSHIP IN COUNTRY CLUB:

Rayburn covenants to each lot owner that, for so long as Rayburn owns or controls the Country Club and Marina, each lot owner shall have the right, for himself and his family, upon payment of the then current charges, including a deposit if required, to join the Country Club. However, the Country Club and Golf Club may make reasonable rules regarding conduct, currency of payment of charges and other matters, a breach of which shall result in suspension or expulsion. If expelled, the lot owner shall not be entitled by these provisions to reenter the organization unless invited to reenter by such organization.

15. TERM OR RESTRICTIONS AND AMENDMENTS:

The covenants and restrictions herein set forth shall run with the land and shall be binding upon Rayburn, its successors and assigns, and all persons or parties claiming under it, until May 31, 2006, at which time they shall be automatically extended for three successive periods of ten (10) years each unless prior to the expiration of such period or any such successive ten (10) year period, as the case may be, the owners of a majority of lots in said section shall have executed and recorded an instrument changing these covenants and restrictions in whole or in part or releasing any portion of the property from any one or more, or all,

(c) The sums collected from this charge may be expended by the Association for any purposes which, in its judgment will be most effective in improving and maintaining the property including, but not by way of limitation, the beautification of common areas, maintaining green areas, collecting and disposing of refuse, employing security personnel, caring for vacant lots and trees thereon, fogging or spraying for control of mosquitoes and other insects, and in doing any other thing necessary or desirable which in the opinion of the Association will keep the property neat and presentable, or for any other purposes which the Association considers will benefit the owners or occupants of the property in the Sections comprised in the Association.

(d) Said annual Association charge shall remain in effect so long as these restrictions are in force unless terminated sooner by the members of the Association by vote of a majority of its members entitled to vote at a meeting especially called to consider such amendment.

10. RAYBURN EXEMPT FROM LOT CHARGES:

DMI Investment, Corp., its successors or assigns shall not be liable for any of the charges herein provided for all property held by Rayburn, its successors or assigns in Fee Simple Title, howsoever acquired.

11. LIENS TO SECURE CHARGES:

There is hereby granted to the Association a lien upon each lot in this Section of Rayburn Country, to secure each of said charges levied against such lot in favor of the Association, to wit: (i) said Recreation Center amortization charge, (ii) said Recreation Center maintenance charge, and (iii) said annual Association charge, (in said order of priority), all of such liens to be junior and subordinate, however, to any purchase money lien reserved or granted in connection with a sale of such lot by Rayburn or the lien of any trust deed for construction or permanent financing of a residence on the lot. Said liens shall be expressly reserved in the deed from Rayburn to the purchaser of

of said restrictions the provisions of any such instrument. However, no amendment modifying the amortization charges shall be effective while the note or other capital obligation is outstanding without consent of the holder of such note or other obligation.

EXECUTED this 14th day of June, 1983.

DMI INVESTMENT CORP

By [Signature]
Joseph W. Patzsch, President

ATTEST:

RAYBURN COUNTRY ASSOCIATION

[Signature]
La Nell Larsen, Asst. Secretary

[Signature]
Sam Job- President

STATE OF TEXAS I
COUNTY OF JASPER I

BEFORE ME, the undersigned authority, on this day, personally appeared Joseph W. Patzsch, President of DMI Investment Corp, 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 DMI Investment Corp, a corporation, and that he executed the same as the act and deed of such corporation for the purposed and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of June, 1983 .



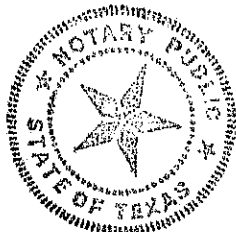
[Signature]
Notary Public in and for Jasper County, Texas

LA NELL LARSEN
MY COMMISSION EXPIRES
APRIL 4, 1983

THE STATE OF TEXAS I
COUNTY OF JASPER I

BEFORE ME, the undersigned authority, on this day, personally appeared
Sam Job, President of RAYBURN COUNTRY ASSOCIA-
TION, 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 con-
sideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of
June, 1983.



La Nell Larsen
Notary Public in and for
Jasper County, Texas
LA NELL LARSEN
MY COMMISSION EXPIRES
APRIL 4, 1985

Filed for Record 6-15 1983
at 3:30 o'clock P M.
EVELYN STOTT

Clerk, County Court, Jasper County, Tex.
By Brenda Vaughn Deputy

STATE OF TEXAS I Deed
COUNTY OF JASPER
I, EVELYN STOTT, hereby certify that this instrument
was filed on the date and at the time stamped hereon
by me, and was duly RECORDED in the Volume and
Page of the named RECORDS of Jasper County, Texas, as
stamped hereon by me on

JUN 16 1983



Evelyn Stott
COUNTY CLERK
JASPER COUNTY, TEXAS

178443

Restrictions, Reservations, Covenants And Conditions Applicable to Section 44

Rayburn Country, Jasper County Texas

The following amendments were approved by a majority of the property owners in Section 44 on May 15, 2006.

All of that certain property comprising Section 44, 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 3rd day of June 1983 under County Clerk's File No. 16673 and recorded on page 5 volume 2 of the Plat Records of Jasper County, Texas.

Section 3 Amendment Specific Land Use

a. All lots and properties shall be used for residential purposes only. No lot or property shall be used for any commercial or professional business. All dwellings must face the front of the lot as determined by the Environmental Control Committee. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family residence together with a garage or carport attached thereto by a covered breezeway for the use solely as a single-family dwelling. Residences that are used for rental property are considered as a commercial business and are not allowed.

b. No lot in Section 44 shall be subdivided into two or more lots or parcels of land to obtain additional building sites. Only one single family residence, that complies with the Southern Building Codes and the Building Restrictions of Section 44 of Rayburn Country, shall be constructed on each lot following approval of the Environmental Control Committee. However, this shall not prohibit the construction of one (1) residence on two (2) or more contiguous lots. Where three contiguous lots exist between two property owners, the middle lot may be divided and two separate single-family dwellings constructed across the property lines of the middle lot. In such cases, the

number of lots will be reduced from three to two lots with a residence residing on each lot and crossing the boundary line of the middle lot.

No fences will be allowed on any lot lines between residences. All other fences for patios and porches must be approved by the Environmental Construction Committee and must not obstruct the view of other residences in Section 44.

c. No trailer, mobile home, tent, shack or other temporary structure shall be placed on any lot without approval by the Environmental Control Committee. Said approval will be allowed for a period of 120 days and only during construction and/or improvements on the lot or residence and to be removed on completion of improvements. Extensions to the 120 day period for construction buildings will be granted in 30 day increments by the Environmental Control Committee. No temporary building, garage or other outbuilding placed on any lot shall at any time be used for human habitation.

Section 4 Amendment

Building Restrictions

a. No single family dwelling shall be constructed which shall have a living area, exclusive of garage, patios, terraces and open porches, of less than 2,000 square feet. 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 single family dwelling not to exceed two and one-half stories in height, a private garage or garages for no less than two or more than six passenger vehicles. When garages are detached from the dwelling, they must be attached by a covered breezeway architecturally compatible with the single family dwelling and approved by the Environmental Control Committee. Garages constructed for the purpose of housing mobile campers, busses or 5th wheelers are not allowed.

No outbuildings will be allowed on any lot that obstructs the view of any resident in section 44 or that is constructed below the 179 build line. Covered cooking areas will

be allowed if architecturally compatible with the dwelling and approved by the Environmental Construction Committee.

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

d. All driveways shall be paved with asphalt or concrete.

Section 5 Amendment Environmental Control Committee

2.c. The Environmental Control Committee may allow reasonable variances and adjustments in building restrictions in order to overcome practical difficulties and overcome hardships, and may render advisory rulings regarding such variances, provided the variance shall not be materially detrimental to other property in Section 44. The Environmental Control Committee or its representative shall have the power and authority of a city building inspector and may inspect a building or remodeling project without prior approval of the owner.

Property owners shall appeal decisions of the Environmental Control Committee to the Rayburn Board of Directors prior to pursuing any legal action through the court system.

Section 6 Amendment General Regulations

a. All property owners must use the water, sewage and sewage disposal system made available to Section 44. Private water wells, or lake water, will only be allowed for use with irrigation systems and can not be connected to the single family dwelling.

f. No motor vehicles, trucks (except pickup trucks, vans and carryalls having a manufacturer's rated carrying capacity of one (1) ton or less), trailers, machinery, equipment or vehicle device may be stored or parked on any street, driveway or lot in Section 44 for the purpose of repairing or permanent storage. Permanent storage is defined as periods in excess of twelve (12) consecutive hours on any three (3) 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.

g. No fuel storage tanks will be allowed over five gallons in Section 44. All fuel storage tanks shall be kept out of sight and in a secure location. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be placed so as not be visible from any street or waterway within Section 44 at anytime except during refuse collections.

j. If all or any portion of a residence is damaged or destroyed by fire or other casualty, the owner shall with due diligence rebuild, repair or reconstruct such residence in a manner which will substantially restore its appearance and condition immediately prior to such casualty. Reconstruction will be undertaken within three months after the damage occurs and will be completed within twelve months after the damage occurs, unless prevented by causes beyond the control of the owner. If the residence is not inhabitable because of fire, other casualty, condemnation, not able to receive utilities, meet Southern Building Codes or the restrictions of Section 44, the Environmental Control Committee shall have the right to condemn and remove such residence at the owner's expense.

(1) EACH PURCHASER OF A LOT IN THE ADDITION EXECUTES A STATEMENT AT THE CLOSING WHERE HE PURCHASES SUCH LOT TO EFFECT THAT HE READ AND UNDERSTANDS THE PROVISIONS OF THIS DEDICATION, RESTRICTIONS AND COVENANT PERTAINING TO RAYBURN COUNTRY SECTION FORTY-FOUR (44). THE FAILURE OF ANY SUCH OWNER TO SIGN SUCH A STATEMENT WILL NOT RESLUT IN ANY PROVISIONS HEREOF BEING ANY LESS ENFORCEABLE.

Executed this 31 day of May, 2006.

RAYBURN COUNTRY ASSOCIATION

Gerald Cole
Gerald Cole, President

STATE OF TEXAS

COUNTRY 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 31ST DAY OF MAY 2006.

Sam Job

Notary Public in Jasper County, Texas



The following Deed Restriction Amendments have been adopted by the Property Owners of Section 44 Rayburn Country on January 26, 2008.

**Section 3 Amendment`
Specific Land Use**

- a. remains the same
- b. No lot in Section 44 shall be subdivided into two or more lots or parcels of land to obtain additional building sites. Only one single family residence, that complies with the Southern Building Codes and the Building Restrictions of Section 44 of Rayburn Country, shall be constructed on each lot following approval of the Environmental Control Committee. However, this shall not prohibit the construction of one (1) residence on two (2) or more contiguous lots. Where three contiguous lots exist between two property owners, the middle lot may be divided and two separate single-family dwellings constructed across the property lines of the middle lot. In such cases, the number of lots will be reduced from three to two lots with a residence residing on each lot and crossing the boundary line of the middle lot.

No fences will be allowed on any lot lines between residences. All other fences for patios and porches must be approved by the Environmental Construction Committee and must not obstruct the view of other residences in Section 44.

PROPOSED AMENDMENT TO LAST PARAGRAPH ITEM "B"

Only decorative and patio fences will be allowed on lots between residences. Invisible (buried under ground, or radio) fences for the purposes of containing a household pet(s) are also allowed. Household pet is defined as a dog or cat. No cyclone or solid board fences of any nature (or fences of similar building materials) will be allowed on any portion of any lot. Decorative and patio fences must comply with the

architecture of the residence and the materials shall be limited to black wrought iron or cedar split rail fence (or similar material approved by Environmental Control Committee) with columns (posts) of cedar, brick, stone and/or stucco.

Columns (posts) on the side of the property constructed of brick, stone or stucco shall be no larger than 15 inches on each side and no closer than 18 feet. Decorative fences on the side of the property shall be no higher than 5 feet from the ground to the top of the fence. Chain walls (solid walls) between columns (posts) shall be no higher than 2 feet. Wrought fence posts shall be no larger than 2 inches square. Cedar split rail fences shall have no more than two split rails (horizontal) between posts (vertical) and the posts shall be no closer than 10 feet apart and no higher than 4 feet. Decorative fences shall not extend beyond the Corp of Engineers 179 elevation line if it obstructs the lake view of other residences in Section 44.

Decorative fences in the front of the property shall comply with the material and height requirements, but may have columns (posts) closer together and chain walls larger in size.

No fences will be allowed along the back of a lot unless it is determined by the Environmental Control Committee that a hazardous condition exist. In all cases the fences must be approved by the Environmental Control Committee and shall not obstruct the view of other residents of Section 44.

Dog kennels must consist of cyclone fence material, not permanently placed on the lot, nor larger than 10 feet by 20 feet, and be approved by the Environmental Control Committee. All kennels shall be located in an area so that it does not obstruct the lake view of other residences and can not encroach on the 10 foot side setback line.

Vote: Approve 19 Disapprove 4

**Section 6 Amendment
General Regulations**

A through D no proposed changes

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

PROPOSED AMENDMENTS TO ITEM "E"

All signs, billboards or advertisements of any nature are prohibited. The only signage allowed on lots in Section 44 are temporary "Construction" signs when the property owner has a valid building permit approved by the Environmental Control Committee, a "For Sale" sign by owner or a real estate agent, and "Alarm Sign" of a security company sign designating that the house has an alarm system. "No Trespassing," "Private Property," "Keep Out," are allowed on the lakefront side in the middle of the property facing the lake. These signs shall be no larger than 12 inches square.

"For Sale" signs must be of standard size, no larger than two feet by three feet, limited to two in number, one in the front and one in the back of the property. No signs of any nature shall be placed on the side property lines between residences. For sale signs may be placed at the back of the property.

Vote: Approve 20 Disapprove 3

F Through G no proposed changes

h. All lots, whether occupied or unoccupied, and any improvements places thereon, shall at all times be maintained in such a manner as not to become unsightly by reason of unattractive growth or accumulation of rubbish or debris thereon.

PROPOSED AMENDMENTS TO ITEM "H"

All lots, whether occupied or unoccupied, and any improvements places thereon, shall at all times be maintained in such a manner as not to become unsightly by reason of unattractive growth or accumulation of rubbish or debris thereon. Yards must be maintained and trimmed in a same manner as contiguous yards and at a height no higher than 5 inches.

Vote: Approve 20 Disapprove 3

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

JAN 30 2008



Debbie Newman
County Clerk
Jasper Co., Texas

FILED FOR RECORD
2008 JAN 30 A 9:49

DEBBIE NEWMAN
CLERK, COUNTY COURT
JASPER COUNTY, TEXAS
BY: *[Signature]*
DEPUTY