

COVENANTS AND CONDITIONS OF LAZY RIVER SUBDIVISION

976254

The following covenants and conditions are imposed as conditions running with the land on the property described herein. These covenants and conditions are filed for record in Volume 377 Page 538 in the deed records of Austin County, Texas.

01. No cess pools shall ever be dug, used, or maintained on said property, and whenever a residence is established on said property all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection with such property. The drainage of septic tanks into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited;

02. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back-water. Culverts or bridges must be used for driveways and/or walks;

03. The property shall be used for new residence purposes only, and no part thereof shall be used for business purposes nor any other structure whatsoever, other than a first-class private residence, with the customary outbuildings or garage shall be lived in as a home. No building may be moved onto this property without the inspection and approval of two officers of the company;

04. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence without written authorization from one officer of this corporation;

05. No residence shall be erected or placed upon the property herein restricted as residential property which does not contain at least 500 square feet exclusive of porches and garages. Residential property is here meant for the use of erecting thereon a first-class private residence, apartment, or duplex, with the customary outbuildings, garage and servants' houses. No corrugated iron, roll siding, tar paper or similar composition will be allowed for outside finishing materials. Exterior of residence must be completed before occupancy;

06. No hogs, goats or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property except that dogs, cats, fowl or household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes;

07. No noxious or offensive trade or activity shall be carried on upon this property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood;

08. No dwelling shall be located nearer than 25 feet to the front property line nor nearer than 10 feet to any side street line, nor nearer than 5 feet to any adjacent Lazy River property owner, effective April 1, 1997;

09. A 10 foot utility easement over, under, along and across the property herein contracted to be sold for the purposes of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches;

10. Purchaser agrees that he will not permit grass or weeds to become in excess of 12 inches in height before cutting same, nor allow trash, junk, or any unsightly objects to be dumped or accumulated on said property, in default of which Seller or its assigns may cut such grass or weeds or remove said trash, junk or unsightly objects and add the cost hereof to the amount to be paid under the terms of this contract, such costs to be paid within 30 days after demand is made therefore;

VOID
11. No sign of any kind shall be displayed to the public view on this property without written permission from the Sellers herein; ←

VOID
12. No tree or trees shall be sold, cut or removed from this property without written permission from the Sellers herein until 30% of the purchase price has been paid by the Purchaser; ←

13. Void

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COVENANTS AND CONDITIONS OF LAZY RIVER SUBDIVISION, CONTINUED

14. No firearms shall be fired, displayed or used for any purpose.

15. Multi-ownership of any lot in this subdivision, other than husband and wife ownership, will exclude all such owners from use of the recreational facilities in this subdivision.

16. All multiple lots in this Subdivision are subject to a levy of \$50.00 (fifty dollars) annually per lot and all single lots \$75.00 for maintenance of properties, recreational facilities and operating expenses of Lazy River Club, Inc. This privilege of levy shall be assigned by Lazy River Club, Inc., the Property Owners' Association, to the Board of Directors elected by the Property Owners. Any such funds collected must be expended as above stated. The above-mentioned levy of \$50.00 (fifty dollars) annually per lot may be made on no more than 4 (four) lots owned by any owner. The amount of levy may be raised or lowered by a majority vote of the qualified Property Owners at a meeting called by the above-mentioned Property Owners' Association. However, no person, group, or firm will have the authority to change the fact that no owner will be levied more than a certain number (four) lots.

Failure of a Property Owner to pay this levy will constitute a lien on the property so owned, and the owner will forfeit the privilege of use of any and all of the available facilities in this Subdivision. Right to use of facilities will be restored upon payment in full of levy, plus penalties of \$5.00 (five dollars) per month for term of delinquency. And further, Purchaser, his heirs and assigns do hereby agree to abide by all the rules and regulations pertaining to the recreational facilities imposed by the above-mentioned Property Owners' Association.

Said levy shall become due and payable in advance on each January 31st, beginning January 2002

A.D.

17. The restrictions and Covenants are to run with the land, and shall be binding on all of the parties and all persons until May 1, 1993, at which time such covenants shall be automatically extended for successive periods of 10 years, unless by vote of the majority of then owners of the property agree to change the covenants or restrictions, in whole or in part;

18. Purchaser of this Property accepts said property SUBJECT to the above set out restrictions, easements and covenants running with the land, and purchaser's heirs, successors and assigns, covenants with their respective grantors that they will, and that their successors, heirs, and assigns, shall faithfully observe and perform said restrictions and conditions, and each of them and if any purchaser or any person claiming under such purchaser, shall at any time violate or attempt to violate, or shall omit to perform or observe any of the foregoing restrictions or conditions, it shall be lawful for any person owning land subject to these restrictions or conditions or for any grantor of any property to institute and prosecute appropriate proceedings at law or in equity, including the right of injunctive relief, for the wrong done or attempted;

19. It is agreed that nothing may be done by the parties hereto, their grantees or assigns which would result in changing or altering or interfering with existing drainage or water across this property or adjacent property.

20. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provision or covenants and same shall remain in full force and effect.

21. Each owner of a lot in LAZY RIVER SUBDIVISION binds and obligates himself through purchase of said lot or lots, to maintain the same at his own expense in a neat and presentable manner. If said purchaser or any future owner of all or any part of said Subdivision shall be guilty of a breach of these restrictions and covenants, the said property shall revert to and the title thereof be reverted in TEXAS WATERWAYS, INC., its successors or assigns.

(**Maintenance fees set at \$67.00 annually for single lots, \$90.00 annually for multiple lots, by property owner consensus, effective 1984. Penalty rates were set at \$1.50/single lot, \$3.00 multiple lots, per month.)

(**Amended effective April 1, 1997, per vote of majority of property owners.)

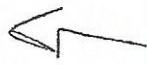
Returned to
Lazy River Club, Inc.
281 Lazy River Dr.
Sealy, TX 77474

DEC. 2, 1997
Brad L. Downum Current President
Brad L. Downum

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095233

LAZY RIVER CLUB, INC.
3831 LAZY RIVER DRIVE
SEALY, TEXAS 77474
EMAIL TO: lazy.river.board@gmail.com



November 13, 2009

NOTICE OF AMENDMENT TO DEED RESTRICTION #16 FOR LAZY RIVER SUBDIVISION

The majority of qualified property owners of Lazy River Subdivision voted to amend deed restriction #16 on October 31, 2009, effective January 1, 2010.

THE AMENDED DEED RESTRICTION # 16 READS AS FOLLOWS:

16. All lots in this Subdivision, regardless of quantity, are subject to a levy of \$50.00 (fifty dollars) ANNUALLY per lot for maintenance of properties, recreational facilities and operating expenses of Lazy River Club, Inc. In the event of jointly-held ownership of lot(s) by separate parties, the levy will be pro-rated to each separate owner on the basis of percentage of ownership of said jointly-held lot(s).

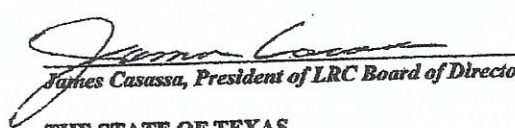
This privilege of levy shall be assigned by the Property Owners' Association, hereafter known as Lazy River Club, Inc., to the Board of Directors elected by the Property Owners. Any such funds collected must be expended as above stated.

The amount of levy may be raised or lowered by a majority vote of the QUALIFIED Property Owners, by written ballot or at a meeting called by the above-mentioned Property Owners' Association.

Failure of a Property Owner to pay this levy will constitute a lien on the property so owned, and the Property Owner will forfeit the privilege of use of any and all of the available facilities in this Subdivision. Right to use of the facilities will be restored upon payment in full of levy, plus penalties of \$5.00 (five dollars) per month for the term of the delinquency, plus any collection costs or fees.

And further, Property Owner, his heirs and assigns do hereby agree to abide by all the rules and regulations pertaining to the recreational facilities imposed by the above-mentioned Property Owners' Association.

Said levy shall become due and payable in advance on each January 31st, beginning January 2010 A.D.


James Casassa, President of LRC Board of Directors

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State,
On this day personally appeared JAMES CASASSA
Known 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 Lazy River Club, Inc., a corporation, and that the same was executed as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

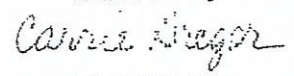
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of Nov, A.D., 2009.

NOTARY PUBLIC in and for HARRIS County, Texas
My Commission expires on Jan 04, 2011

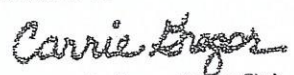
FILED STATE OF TEXAS COUNTY OF AUSTIN

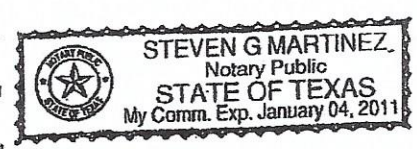
09 NOV 18 PM 1:02
Return to Lazy River Club, LLC

I certify that this instrument was filed on the date and time stamped by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS.


COUNTY CLERK
AUSTIN COUNTY, TEXAS




Carrie Gregor, County Clerk
Austin County, Texas



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