

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
BLUEBONNET COUNTRY**

THE STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF GRIMES §

WITNESSETH:

WHEREAS, on the 9th day of March, 1972, the Restrictions for Bluebonnet Country, Section 1 were recorded under Volume 305, Page 196 of the Official Records of Real Property of Grimes County, Texas (the "1 DCCR"), and the Section titled "Term" of 1 DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 20th day of July, 1972, the Restrictions for Bluebonnet Country, Section Two were recorded under Volume 307, Page 399 of the Official Records of Real Property of Grimes County, Texas (the "2 DCCR"), and Section 23 of 2 DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 20th day of July, 1972, the Restrictions for Bluebonnet Country, Section Three were recorded under Volume 307, Page 386 of the Official Records of Real Property of Grimes County, Texas (the "3 DCCR"), and Section 23 of 3 DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 26th day of December, 1972, the Restrictions for Bluebonnet Country, Section Four were recorded under Volume 310, Page 810 of the Official Records of

Real Property of Grimes County, Texas (the "4 DCCR"), and Section 23 of 4 DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 19th day of February, 1973, the Restrictions for Bluebonnet Country, Section Five were recorded under Volume 312, Page 267 of the Official Records of Real Property of Grimes County, Texas (the "5 DCCR"), and Section 23 of 5 DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 20th day of March, 1973, the Restrictions for Bluebonnet Country, Section Six were recorded under Volume 313, Page 209 of the Official Records of Real Property of Grimes County, Texas (the "6 DCCR"), and Section 23 of 6 DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 13th day of August, 1973, the Restrictions for Bluebonnet Country, Section Seven were recorded under Volume 316, Page 428 of the Official Records of Real Property of Grimes County, Texas (the "7 DCCR"), and Section 23 of 7 DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on 4th day of March, 1973, the Restrictions and Covenants applicable to BLUEBONNET COUNTRY SECTION 9 thru 11 were recorded under Volume 346, Page 547 of the Official Records of Real Property of Grimes County, Texas (the "91011 DCCR"), and the second to last full paragraph of 91011 DCCR authorizes the changing of same by a vote of the majority of the owners of the lots;

WHEREAS, on the 31st day of October, 1977, the Restrictions and Covenants applicable to BLUEBONNET COUNTRY SECTION 12 and 13 were recorded under Volume 355, Page 894, of the Official Records of Real Property of Grimes County, Texas (the "1213 DCCR"), and the second to last full paragraph of 1213 DCCR authorizes the changing of same by a vote of the majority of the owners of the lots;

WHEREAS, on the 14th day of March, 1978, the Restrictions and Covenants applicable to BLUEBONNET COUNTRY SECTION 14 were recorded under Volume 359, Page 751 of the Official Records of Real Property of Grimes County, Texas (the "14 DCCR"), and the second to last full paragraph of 14 DCCR authorizes the changing of same by a vote of the majority of the owners of the lots;

WHEREAS, on the 4th day of February, 1977, the Restrictions for Bluebonnet Country, Section "T" were recorded under Volume 345, Page 560 of the Official Records of Real Property of Grimes County, Texas (the "T DCCR"), and Section 23 of T DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 20th day of July, 1972, the Restrictions for Bluebonnet Cottages, Section A and B in Section Two of Bluebonnet Country were recorded under Volume 307, Page 414 of the Official Records of Real Property of Grimes County, Texas (the "AB DCCR"), and Section 27 of AB DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 29th day of November, 1972, the Restrictions for Bluebonnet Cottages, Sections C, D, E, F, G and H in Section Three of Bluebonnet Country were recorded under Volume 310, Page 476 of the Official Records of Real Property of Grimes County, Texas

(the "CDEFGH DCCR"), and Section 25 of CDEFGH DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 14th day of March, 1973, the Restrictions for Bluebonnet Cottages, Section J of Bluebonnet Country were recorded under Volume 313, Page 27 of the Official Records of Real Property of Grimes County, Texas (the "J DCCR"), and Section 26 of J DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 18th day of January, 1973, the Restrictions for Bluebonnet Cottages, Section K of Bluebonnet Country were recorded under Volume 311, Page 378 of the Official Records of Real Property of Grimes County, Texas (the "K DCCR"), and Section 26 of K DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 5th day of June, 1973, the Restrictions for Bluebonnet Cottages, Sections L, M and N in Section Four and Section Six of Bluebonnet Country were recorded under Volume 314, Page 719 of the Official Records of Real Property of Grimes County, Texas (the "LMN DCCR"), and Section 25 of LMN DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 13th day of August, 1973, the Restrictions for Bluebonnet Cottages, Sections P and Q in Sections Six and Seven of Bluebonnet Country were recorded under Volume 316, Page 409 of the Official Records of Real Property of Grimes County, Texas (the "PQ DCCR"), and Section 25 of PQ DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the 9th day of October, 1973, the Restrictions for Bluebonnet Cottages, Sections R and S in Sections Five, Six and Seven of Bluebonnet Country were recorded under Volume 317, Page 476 of the Official Records of Real Property of Grimes County, Texas (the "RS DCCR"), and Section 25 of RS DCCR authorizes the altering and modifying of same by an instrument signed by the majority of the owners of the lots in Bluebonnet Country;

WHEREAS, on the on the 4th day of February, 1977, the Restrictions and Covenants Applicable to Bluebonnet Country Campsite I, were recorded under Volume 345, Page 557 of the Official Records of Real Property of Grimes County, Texas (the "CAMPSITE I DCCR"), and the CAMPSITE I DCCR authorizes the changing of same by an instrument signed by the majority of the then owners of the lots;

WHEREAS, on the 31st day of October, 1978, the Restrictions and Covenants Applicable to Deer Ridge were recorded under Volume 367, Page 166 of the Official Records of Real Property of Grimes County, Texas (the "DEER RIDGE DCCR") and the DEER RIDGE DCCR authorizes the changing of same by an instrument signed by the majority of the then owners of the lots;

WHEREAS, on the 3rd day of April, 1979, the Reservation and Restrictions for DeLego Delta were recorded under Volume 375, Page 180, of the Official Records of Real Property of Grimes County, Texas (the "DELOGO DCCR") and the DELOGO DCCR authorizes the changing of same by an instrument signed by the majority of the then owners of the lots;

WHEREAS, on the 26th day of October, 1978, the Restrictions for Forest Trails, Section II and III located in Grimes County, Texas, were recorded under Volume 367, Page 45 of the Official Records of Real Property of Grimes County, Texas (the "FOREST TRAILS DCCR") and the FOREST TRAILS DCCR authorizes the changing of same by an instrument signed by

the majority of the then owners of the lots.

THE DEDICATORY INSTRUMENTS REFERENCED ABOVE ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PRIOR DCCR".

WHEREAS, it is the desire of the requisite number of owners—pursuant to the terms of the Prior DCCR—of the property described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property") to replace the Prior DCCR with this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BLUEBONNET COUNTRY (the "Declaration") and to place the following restrictions, covenants, conditions, stipulations and reservations upon and against the Property;

WHEREAS, on _____, said owners of the Property voted in favor of adopting the Declaration;

NOW, THEREFORE, the owners of the Property hereby burden the Property with and adopt the following restated and amended covenants, conditions, restrictions, stipulations and reservations to replace any and all prior covenants, conditions, restrictions, stipulations and reservations affecting the Property. The Property shall be held, sold and conveyed subject to this Declaration, and the covenants, conditions, restrictions, stipulations and reservations contained herein shall run with the Property.

ARTICLE I
DEFINITIONS

Wherever used in this Declaration, the following words and/or phrases shall have the following meanings, unless the context clearly requires otherwise:

1.1. "Association" shall mean and refer to the BLUEBONNET HOMEOWNERS' ASSOCIATION, INC., its successors and assigns, as provided for in Article V hereof.

1.2. "Board of Directors" shall mean the board of directors of the Association.

1.3. "Common Area" shall mean and refer to all those areas of land within the Property as shown on the Plats, except the Lots and the public streets shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Plats, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors or successors in title. References herein to "Common Area" shall mean and refer to Common Area as defined respectively in the Declaration and any supplements and/or amendments thereto. Common Area also includes any pipeline easements, drainage easements or utility easements not within platted Lots, landscape reserves and recreational reserves.

1.4. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Area, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owners in the Subdivision, constructed on portions of one or more Lots or on acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of this Declaration. By way of illustration, Common Facilities may include,

but not necessarily be limited to, the following: structures for recreation, storage or protection of equipment; fountains; statuary; sidewalks; gates; common driveways; landscaping; and other similar and appurtenant improvements. References herein to Common Facilities (any Common Facility) shall mean and refer to Common Facilities as defined respectively in the Declaration and any supplements and/or amendments thereto.

1.5. "Declarant" shall mean and refer to Bluebonnet Farms, Limited, Bluebonnet Farms, Inc., Central Investment Company, Bluebonnet Country Corporation, Maxine Nelson Izard, DBW Development Co., West Texas Ventures, Inc., and any other person or entity who imposed restrictive covenants upon the Property or established a lien upon the Property by way of the Prior DCCR or any other dedicatory instruments applicable to the Property recorded in the Official Records of Real Property of Grimes County, Texas prior to the recording of this Declaration.

1.6. "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Bluebonnet Country.

1.7. "Golf Course" shall refer to a golf course facility constructed and maintained within the Property by JVC and/or its successors and/or assigns.

1.8. "Improvements to Property" shall mean, without limitation: (a) the construction, installation or erection of any building, structure, fence, dwelling unit or other Improvements, including utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, fence, or other Improvements; (c) the grading, excavation, filling, or similar disturbance to the surface of any Lot, including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot; and (e) any exterior modification, expansion, change or alteration of

any previously approved Improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by this Declaration, or rules and regulations adopted by the Board of Directors or the Architectural Control Committee.

1.9. "Improvement" or "Improvements" shall mean all structures and any appurtenances thereto of every type or kind, which are visible on a Lot, including, but not limited to: a dwelling unit, buildings, outbuildings, swimming pools, spas, hot tubs, patio covers, awnings, painting of any exterior surfaces of any visible structure, additions, sidewalks, walkways, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening, walls, retaining walls, stairs, decks, fixtures, windbreaks, basketball goals, yard decorations, benches, flagpoles, or any other type of pole, signs, exterior tanks, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment or facilities, radio, conventional or cable or television antenna or, dish, microwave television antenna, and landscaping that is placed on and/or visible from any Lot.

1.10. "JVC" shall mean JVC DEVELOPMENT, LLC, a Texas limited liability company, its successors, assigns, affiliates and/or other related entities, however a successor, assign, affiliate and/or related entity shall not include an Owner who merely purchases a Lot or Lots from JVC.

1.11. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Plats.

1.12. "Member" or "Members" shall mean the members of the Association. All Owners are Members by virtue of ownership of a Lot. Membership shall terminate when an Owner no longer owns a Lot.

1.13. "Neighborhood" shall mean and refer to a residential area within the Property composed of similar types of Residential Units (for example, all townhomes or all

condominiums).

1.14. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having any interest in the mineral estate. However, the term "Owner" shall include any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure.

1.15. "Plats" shall mean any plat referred to in the description of the Property.

1.16. "Property" or "Properties" shall mean and refer to BLUEBONNET COUNTRY, a subdivision in Grimes County, Texas, as more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes, and any additional properties made subject to the terms hereof pursuant to the annexation provisions set forth herein.

ARTICLE II **RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

2.1 The Plats dedicate for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and the Plats further establish certain restrictions applicable to the Property, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Plats are incorporated herein and made a part hereof, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance of the Property.

2.2 Neither JVC nor any utility company using the easements or rights-of-way as shown on the Plats, or that may otherwise be granted or conveyed covering the Property, or any portion thereof, shall be liable for any damages done by them, or their assigns, agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the

land covered by any such easements or rights-of-way, unless negligent.

2.3 It is expressly agreed and understood that the title to any Lot or parcel of land within the Property conveyed by JVC by contract, deed or other conveyance shall be subject to an easement for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone or cable purposes and no deed or other conveyance of the Lot shall convey any interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or JVC or any easement Owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve the Property or other lands appurtenant thereto. The right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved to Declarant and JVC.

ARTICLE III

USE RESTRICTIONS

3.1 Land Use and Building Type. All Lots shall be known and described as Lots for single family residential purposes only (hereinafter referred to as "Residential Lots"). All Residential Lots shall be used for Residential Purposes except for the exceptions described below; provided that, until JVC has sold all of its lots in the subdivision, any lot owned by JVC may be used by JVC for the erection and operation of a sales office, construction office, or model home, and any Lot owned by JVC may be converted to use for the operation and maintenance of a golf course. "Residential Purposes" excludes hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses, hotels, and also excludes commercial, business and professional uses, except for the maintenance and operation of a golf course by JVC, its successors and/or assigns. No buildings other than a) one detached single

family dwelling, together with a private garage or carport for not more than 3 cars and servant's type quarters and b) a tool shed or workshop attached or unattached to the residence building shall be permitted on a Residential Lot.

The following exceptions shall apply:

BLUEBONNET COUNTRY SECTION 1: Any detached single family dwelling shall not exceed three (3) stories.

BLUEBONNET COUNTRY SECTIONS 11: Section 11, Block 2, lots 18 thru 80 are restricted for recreational vehicles and camping trailers only.

BLUEBONNET COTTAGES SECTION J: A Lot may be subdivided and several single family residential units placed thereon, provided that each unit is separated by a fire wall as herein below provided for under "Party Walls", and provided same is approved by the Architectural Control Committee.

Campsite 1: Block 1, Lots 1 thru 11, are restricted to mobile home use only. A mobile home less than 12 ft. x 50 ft. may not be placed upon these lots. All mobile homes must be skirted and all wheels must be removed. Block 1, lots 12 thru 16, all of Block 2, and all of Block 3 are restricted for recreational vehicles and camping trailers only.

Deer Ridge: The forty-three (43) Lots are restricted to recreational vehicles, camping trailers and mobile homes.

3.2 Garages. Each Residential Lot shall have no more than one (1) garage for housing not more than two (2) vehicles. No garage shall ever be used as dwelling quarters or converted to a living area. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the housing of vehicles belonging to them. Variances to alter a garage to house more than two (2) vehicles may be applied for in writing on

a case by case basis pursuant to the procedures established herein for the alteration of Improvements.

3.3 Exterior Wall. No residence shall have less than fifty-one (51) percent masonry construction on its exterior wall area. As used in this paragraph, the term masonry construction shall include brick, stone, artificial stone, stucco or equivalent material acceptable to the Architectural Control Committee. Fibrous cement siding (i.e. Hardiplank) may be included within the term masonry construction with the approval of the Architectural Control Committee. Detached garages may have wood siding of a type and design approved by the Architectural Control Committee.

3.4 Roof Materials. Unless otherwise approved in accordance with the last sentence of this subsection, the roof of any Improvement on any Residential Lot on the Property shall be constructed or covered with asphalt composition shingles or fiberglass composition shingles. The color of any composition shingles shall be of wood tone, earthtone or in harmony with earthtone and shall be subject to written approval by the Architectural Control Committee prior to installation. Any other type roofing material may be used only if approved in writing prior to installation by the Architectural Control Committee.

3.5 Air Conditioners. No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or on any Lot, except in temporary buildings and then only if approved in writing by the Architectural Control Committee prior to installation or placement.

3.6 Minimum Square Footage Within Improvement. The minimum square footage for Improvements on Residential Lots shall be promulgated and set forth in a Supplement(s) to this Declaration by either the ACC or the Board of Directors—at the Board of Director's

discretion—on a section by section basis, and shall be recorded in the Real Property Records of Grimes County, Texas. Said Supplement(s) shall reference this Declaration and shall have the same force and effect as if stated herein.

3.7 Landscaping. The Owner or builder of each Lot, as a minimum, prior to completion of the construction of a residential dwelling shall solid sod with grass the area between its residential dwelling and the street line(s) of the abutting street(s).

3.8 Location of the Improvements Upon the Lot. No Improvement on any Residential Lot shall be located nearer to any front, side or rear lot line than as shown by any setback line(s) on the Plat(s) for said Lot. In no event shall any Improvement be constructed nearer than 4 feet to any front, side or rear lot line.

3.9 Construction in Easements/Golf Course: No Owner shall erect any wall, fence, barbecue pit or other landscaping structure within the area of the overhead power easement which encircles the Property, or of any other easement, nor shall any hedges, shrubs, trees or other bushes be planted within, across or over such easement or easements nor shall a back fence or wall or outbuilding (on Golf Course lot line) be constructed on lots which face the Golf Course. Well-designed gazebos or pavilions may be allowed if approved by the Architectural Control Committee.

3.10 Composite Building Site. Subject to the approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or re-divide such Lots or portions into one or more building sites with the privilege of placing or constructing Improvements on such resulting sites as may be required in some cases to meet environmental standards to achieve lot approval. In this case the front footage at the building setback lines shall be measured from the resulting side property lines rather than from the Lot

lines indicated on the Plats. Any such resulting building site must have a frontage at the building setback line of not less than forty (40) feet. If an Owner consolidates two or more adjoining Lots, each original Lot shall continue to be assessed for maintenance as provided in Article VII. If an Owner re-divides a Lot, the resulting Lots shall be assessed for maintenance as if each resulting Lot were an original Lot.

3.11 Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single family residential purposes (this provision shall not exclude the operation and maintenance of the Golf Course by its owner(s)). No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may; be or become an annoyance or a nuisance to the neighborhood. This restriction is not applicable in regard to the normal sales activities required to sell new homes in the Subdivision and the lighting effects utilized to display the model homes.

3.12 Use of Temporary Structures. No structure of temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses which are constructed with prior express written consent of the Architectural Control Committee; provided, however, JVC reserves the right to grant the exclusive right to erect, place and maintain such facilities in or upon any portions of the Lots as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Property. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities. Garages, if used during the development phase or new home construction as a sales office, are permissible provided it is converted to a regular garage capable

of housing a minimum of two (2) automobiles prior to conveyance for occupancy by an Owner.

Exceptions include:

Campsite 1 and Deer Ridge: No temporary building or structure will be erected on any lot; nor will any building of any type or for any purpose be erected on any lot in this Subdivision prior to the location of a mobile home or camper, as per these restrictions. No temporary structures such as a shack, shed, storage room or garage shall be used at any time on any building site in this Subdivision as either temporary or permanent residence, a tent may however be used for vacation or weekend provided the tent is removed after each visit.

Forest Trails Sections 2 and 3, Delogo Delta: No temporary structures; a tent may however be used for vacation or weekend provided that the tent is removed after each visit.

BLUEBONNET COUNTRY SECTIONS 9 THROUGH 14: No temporary building or structure will be erected on any lot; nor will any building of any type or for any purpose be erected on any lot in this Subdivision prior to the location of a home or camper, as per these restrictions. No temporary structures such as a shack, shed, storage room or garage shall be used at any time on any building site in this Subdivision as either temporary or permanent residence, a tent may however be used for vacation or weekend provided the tent is removed after each visit.

3.13 Playhouses or Other Amenity Structures. Playhouse or fort style structures are limited to a maximum overall height of eight feet (8') and must be applied for as an Improvement pursuant to the provisions of Article IV herein. Additionally, playground equipment of any type or amenity structures of any type are permitted only when the specific Lot involved is completely enclosed by fences.

3.14 Storage of Automobiles, Boats, Trailers and Other Vehicles. All boats, boat trailers, boat rigging, truck cabs, trailer cabs, trailer houses, campers or other similar items shall

be parked or placed inside the garage on a Lot, shielded from public view. Parking or storage of same at any other location on a Lot or in the street(s) adjacent to a Lot is prohibited. The parking of automobile vehicles on road shoulders or on the street(s) bordering any lot for a period longer than twelve (12) consecutive hours is prohibited. No Inoperable Vehicles shall be parked on any Lot for more than twenty-four (24) consecutive hours—and once said Inoperable Vehicle is removed from the Lot it shall not be returned to said Lot until said vehicle has been made operable. An “Inoperable Vehicle” is defined as a vehicle displaying expired registration or inspection stickers (or displaying no registration or inspection stickers) and/or a vehicle which is not operable as a moving vehicle. Parking and/or storage rules and regulations specific to a specific group(s) of Lots may be promulgated and set forth in a Supplement(s) to this Declaration by either the ACC or the Board of Directors—at the Board of Directors’ discretion—and shall be recorded in the Real Property Records of Grimes County, Texas. Said Supplement(s) shall reference this Declaration and shall have the same force and effect as if stated herein.

3.15 Mineral Operations. No oil drilling, oil development operations, or refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall any 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 in any lot.

3.16 Animal Husbandry. No animals, snakes, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets may be kept provided they are not kept, bred or maintained for commercial purposes. No more than two common household pets of each category will be permitted on each Lot. If common household

pets are kept, such pets must be restrained and confined on the Owner's back Lot. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. Pets must be on a leash when away from the Lot.

3.17 Walls, Fences, and Hedges. No fence, wall, hedge, pergola or other attached or detached structure shall be erected, grown or maintained on any part of any Lot if such structure would be both parallel to the street and forward of the front building line of such lot or forward of the side building line of any corner lot on the sides facing the street as the case may be except as the Committee may permit. All fences must be approved by the Architectural Control Committee. No hedge in excess of five (5) feet in height, wall or fence shall be erected or maintained nearer to the front Lot line than the walls of the dwelling existing on such Lot. No side or rear fence, wall or hedge shall be more than six (6) feet in height except fencing around the perimeter of the Subdivision may be no more than, eight (8) feet, unless otherwise approved in writing by the Architectural Control Committee. All fences and walls shall be of wood construction or better. No chain link fence type construction will be permitted on any Lot.

3.18 Party Walls: This section applies only to the following sections: Cottages A&B, Cottages C thru H, Cottages K, Cottages L, M &N, Cottages P&Q, and Cottages R&S: Each wall which is built as a part of the original construction of a residential structure within Bluebonnet Cottages and placed on the dividing line between lots may constitute a party wall, and to the extent not inconsistent with the provisions of this paragraph, the general rules of the law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Party wall shall be built of fireproof material, no windows, doors or other openings. Cost of repair and maintenance shared by owners who use it. The following applies only to Section K: No structure shall be built within this Cottage Section unless such a

fire wall is constructed, or will be so constructed upon completion of the structure, so as to protect the adjacent lot owner/owners. An interior lot owner may be required to build two fire walls with the subsequent right to seek reimbursement from the ultimate users of both the adjacent lots. Each lot owner shall be responsible for the cost of construction of at least one fire wall. The following applies only to Section J: To safeguard the residential structures within this section from the hazards of fire, the ACC may require the construction of certain fire walls between adjoining lots, or in the event several separate residential units are constructed on the same lot, between adjoining residential units.

3.19 Drainage from Improvements: All improvements constructed must be constructed so that the drainage of water therefrom shall not become a nuisance to neighboring lot owners. In no event shall improvements be constructed so that water drains from such improvements onto a neighboring lot.

3.20 Visual Obstruction at the Intersections of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points ten (10) feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner Lots. The following applies only to Section T, and Sections 1 thru 7: No shrub or bush which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the streets and/or property lines, and a line connecting them at points twenty-five (25) feet from the intersection of the streets, or in the case of a rounded property corner, from the intersection of the streets and property lines which are perpendicular to the streets. The same sight line limitations shall apply on any lot with a

property line within ten (10) feet from the intersection of a street, edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

3.21 Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, which materials and equipment shall be stored so as not to be visible from any street. The drying of clothes in public view is prohibited. Similarly, all yard equipment, wood piles, or storage piles shall be kept screened by a fenced service yard or other similar facilities so as to conceal them from view of neighboring Lots, any street or other property. No Lot shall be used or maintained as a dumping ground for trash, nor will the accumulation of garbage, trash or rubbish of any kind thereon be permitted. Burning of trash, garbage, leaves, grass or anything else will not be permitted. Trash, garbage or other waste materials shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids or as required by any local governmental ordinance. Equipment for the storage or disposal of such waste materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No outdoor toilets, pits or trenches will be allowed. In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, such default continuing after ten (10) days' written notice thereof, being placed in the U. S. mail without the requirement of

certification, the Association may, without liability to the Owner or occupant, enter upon said Lot and cause to be cut such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish, or do any other tiling necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition, and may reasonably charge the Owner or occupant of such Lot for the cost of the work. Said charges shall become an assessment against the Lot as provided in Article VII. Minimum standards are defined for any property wherein the grass exceeds the height of six (6) inches or wherein the Board of Directors or their agent determines weeds not to be consistent with the standard of surrounding properties. Further, the Association or its assignees or agents reserves the right but does not assume the obligation to contract or arrange for regular garbage pick up service for the Lot Owners. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay for such work or service immediately upon receipt of a statement, the amount thereof may be added to the annual maintenance charge assessed against such Lot and become a charge thereon in the same manner as the regular annual maintenance charge provided for herein.

3.22 Repair: All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve their attractiveness. Failure to keep external paint in good condition shall be considered a violation of this provision.

3.23 Cutting Weeds and Drainage. Grass, vegetation and weeds on each lot shall be cut as often as necessary in order to maintain same neat attractive condition. All drainage ditches shall be unobstructed at all times. Any bridge constructed over ditches shall cover drainage pipes and culverts made of concrete or corrugated metal pipe with a minimum of 18 inches in diameter unless depth of ditch requires larger size.

3.24 Removal of Dirt. The digging of dirt or removal of dirt from any lot is expressly

prohibited, except when necessary in conjunction with the construction being done on such lot. No tree shall be cut on any lot except to provide room for construction of buildings or to remove diseased, damaged, dead or unsightly trees.

3.25 Signs, Advertisements, Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot except one sign of not more than five (5) square feet, advertising the property for sale or rent or signs used by a builder to advertise the property for sale during the construction and sales period. The ACC shall have the right to remove any nonconforming sign, advertisement or billboard or structure which is placed on a Lot and in so doing shall not be subject to any liability or damages for trespass, tort or otherwise in connection therewith arising from such removal. The right is reserved for builders, provided, consent is obtained from the Declarant, which cannot be unreasonably withheld, to construct and maintain signs, billboards, or advertising devices for the purpose of advertising for sale dwellings constructed by the builders and not previously sold by such builder.

3.26 Antennas, Satellite Dishes and Related Masts. Any antenna, satellite dish and related masts are permitted to be placed on a Lot only in accordance with guidelines, conditions, standards and requirements adopted by the Board of Directors of the Association from time to time and as may be amended by the Board of Directors of the Association from time to time. No satellite dish or other external receiving equipment greater than 18" in diameter shall be permitted on the property.

3.27 Noise. Except in an emergency or when unusual circumstances exist (as determined by the Board of Directors), outside construction work or noisy interior construction work shall be permitted only after 6:00 a.m. and before 9:00 p.m.

3.28 No Liability. Neither JVC, the Association, the Board of Directors of the

Association, nor the respective agents, employees and architects of each, shall be liable to any Owner or any other party for any loss, claim or demand asserted on account of the administration of these restrictions or the performance of the duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to the intent of this Declaration. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing such plans, specifications or standards will, if followed, result in a properly designed residential structure. Such approvals and standards shall in no event be construed as representing or guaranteeing any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential Lot by the Owner in the subdivision shall be deemed a covenant and agreement on the part of the Owner, and the Owner's heirs, successors and assigns, that Declarant and the Board of Directors of the Association, as well as their agents, employees and architects, shall have no liability under this Declaration except for willful misdeeds.

3.29 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern and may be corrected or clarified by Declarant's preparation, execution and recording of a supplement to the Declaration.

ARTICLE IV **ARCHITECTURAL APPROVAL**

4.1 Architectural Control Committee. As used in this Declaration, the term "Architectural Control Committee" shall mean a committee of three (3) members, all of whom shall be appointed by the Board of Directors of the Association, except as otherwise set forth

herein. Members of the Architectural Control Committee (the "ACC") may, but need not be, Members of the Association. Members of the ACC appointed by the Board of Directors of the Association may be removed at any time by the Board, and shall serve for such term as may be designated by the Board of Directors of the Association or until death, resignation or removal by the Board of Directors of the Association.

4.2 Approval of Improvements Required. Notwithstanding anything contained in the Declaration to the contrary, the approval of a majority of the members of the ACC shall be required for the construction of the initial dwelling unit on a Lot ("New Construction") and for any subsequent Improvement to Property following the construction of the initial dwelling unit on a Lot.

4.3 Address of ACC. The address of the Architectural Control Committee shall be P.O. Box 46, Navasota, Texas 77868, or such address as shall be listed in the Management Certificate of the Association as recorded in the Official Public Records of Real Property of Grimes County, Texas.

4.4 Submission of Plans. Before commencement of work to accomplish any proposed Improvement to Property, the Owner proposing to make such Improvement to Property (the "Applicant") shall submit to the ACC at its respective office an application for Improvement(s) (the "Application") and copies of such descriptions, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications, and samples of materials and colors as the ACC reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property, as may be more particularly described from time-to-time in any minimum construction standards and/or architectural guidelines adopted by the Architectural Control Committee (in the case of New Construction) or the Board (in the case

of Modification Construction) (the "Architectural Guidelines"). The ACC may require submission of additional plans, specifications, or other information before approving or disapproving the Application. Until receipt by the ACC of the Application and all required materials in connection with the proposed Improvement to Property, the ACC may postpone review of any materials submitted for approval.

4.5 Criteria for Approval. The ACC shall approve any proposed Improvement to Property only if it determines in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Properties as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Properties, including, without limitation, quality, and color of materials and location with respect to topography and finished grade elevation; that the Improvement to Property will comply with the provisions of this Declaration and any applicable plat, ordinance, governmental rule, or regulation; that the Improvement to Property will not detract from the beauty, wholesomeness, and attractiveness of the Property or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association. Each ACC is specifically granted the authority to disapprove proposed Improvements because of the unique characteristics or configuration of the Lot on which the proposed Improvement would otherwise be constructed, even though the same or a similar type of Improvement might or would be approved for construction on another Lot. The ACC may condition its approval of any proposed Improvement to Property upon the making of such changes thereto as the ACC may deem appropriate.

4.6 Architectural Guidelines. Each ACC from time to time may draft, supplement or amend the Architectural Guidelines. The Architectural Guidelines serve as a guideline to the

ACC and an ACC may impose other requirements in connection with its review of any proposed Improvements to Property; provided, however, that such other requirements are not inconsistent with this Declaration. The Architectural Guidelines, once recorded in the Real Property Records of Grimes County, Texas, shall have the same force, weight and effect as if same had been produced in this Declaration, and shall be enforceable as restrictive covenants running with the land.

4.7 Decision of ACC. The decision of the ACC shall be made within thirty (30) days after receipt by the ACC of all materials required by the ACC. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Property, the reasons therefore shall be stated, to the extent possible. The decision of the ACC promptly shall be transmitted to the Applicant at the address furnished by the Applicant to the ACC. The Owner, however, is responsible under all circumstances to conform to the provisions of these restrictions in their entirety.

4.8 Failure of ACC to Act on Plans. Any request for approval of a proposed Improvement to Property shall be deemed approved by the appropriate ACC, unless disapproval or a request for additional information or materials is transmitted by the ACC to the Applicant at the address provided by Applicant on the Application within thirty (30) days after the date of receipt by the appropriate ACC of all required materials; provided, however, that no such deemed approval shall operate to permit any Owner to construct or maintain any Improvement to Property that violates any provision of this Declaration or the Architectural Guidelines. The ACC shall at all times retain the right to object to any Improvement to Property that violates any provision of this Declaration or the Architectural Guidelines.

4.9 Prosecution of Work After Approval. After approval of any proposed

Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed Improvement to Property in the materials submitted to the ACC. Failure to complete the proposed Improvement to Property within nine (9) months after the date of approval or such other period of time as shall have been designated in writing by the ACC (unless an extension has been granted by the ACC in writing) or to complete the Improvement to Property in strict conformity with the description and materials furnished to the ACC, shall operate automatically to revoke the approval by the ACC of the proposed Improvement to Property. No Improvement to Property shall be deemed completed until the exterior fascia and trim on the structure have been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the dwelling unit, other than attics, have been finished. Removal of materials and debris shall not take in excess of thirty (30) days following completion of the exterior.

4.10 Inspection of Work. The ACC or its duly authorized representative shall have the right, not the obligation, to inspect any Improvement to Property before or after completion, provided that the right of inspection shall terminate once the Improvement to Property becomes occupied.

4.11 Notice of Noncompliance. If, as a result of inspections or otherwise, the ACC finds that any Improvement to Property has been constructed or undertaken without obtaining the approval of the ACC or has been completed other than in strict conformity with the description and materials furnished by the Owner to the ACC or has not been completed within the required time period after the date of approval by the ACC, the ACC shall notify the Owner in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance shall specify

the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance within the period of time set forth therein.

4.12 Correction of Noncompliance. If the ACC finds that a noncompliance continues to exist after such time within which the Owner was to remedy the noncompliance as set forth in the Notice of Noncompliance, the Association may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Office of the County Clerk of Grimes County, Texas; (b) remove the noncomplying Improvement to Property; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the Improvement in question), and, if the Board elects to take any action with respect to such violation, the Owner shall reimburse the Association upon demand for all expenses incurred therewith, including any reasonable attorneys fees incurred by the Association. If such expenses are not promptly repaid by the Owner to the Association, the Board may levy an assessment for such costs and expenses against the Owner of the Lot in question and such assessment will become a part of the assessment provided for in Article 7 hereof. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Association to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise.

4.13 No Implied Waiver or Estoppel. No action or failure to act by an ACC shall constitute a waiver or estoppel with respect to future action by the ACC with respect to any Improvement to Property. Specifically, the approval by the ACC of any Improvement to Property shall not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement to Property or any similar proposals, plans,

specifications, or other materials submitted with respect to any other Improvement to Property by such Person or otherwise.

4.14 Power to Grant Variances. The ACC may authorize variances from compliance with any of the provisions of Article III and Article IV of this Declaration including restrictions upon placement of structures, the time for completion of construction of any Improvement to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the ACC. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the ACC other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot concerned.

4.15 Compensation of Architectural Control Committee. The members of the Architectural Control Committee shall be entitled to reimbursement by the Association for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve.

4.16 Non-liability for ACC Action. None of the members of the Architectural Control Committee, the Association, any member of the Board of Directors, or JVC shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the

duties of any ACC except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the ACC shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of, the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the Architectural Control Committee, any member of the Board of Directors, or Declarant shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Control Committee, the Board of Directors, or otherwise. Finally, neither Declarant, the Association, the Board, the Architectural Control Committee, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, Improvements, or portion thereof, or for failure to repair or maintain the same.

4.17 Construction Period Exception. During the course of actual construction of any permitted structure or Improvement to Property, and provided construction is proceeding with due diligence, the ACC may temporarily suspend certain provisions of this Declaration as to the Lot upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Property.

ARTICLE V
BLUEBONNET HOMEOWNERS' ASSOCIATION, INC.

5.1 Entity: The Association is a non-profit corporation created to enforce the Prior DCCR and the Declaration and to perform the duties stated in the Association's Articles of Incorporation and Bylaws and in the Declaration. The Owners, by affirmative vote and signature in favor of this Declaration, hereby affirm, ratify and deem the Association the legal and equitable assignee of Declarant and any rights granted to Declarant in and by the Prior DCCR, including any and all liens granted or reserved in favor of Declarant in the Prior DCCR.

5.2 Membership and Voting Rights. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictions contained herein, providing for the maintenance, preservation and architectural control of the Properties, the general overall supervision of all of the affairs of and the promotion of the health, safety, and welfare of the Owners.

5.3 Address Information. Each Owner is required at all times to provide the Association with proper mailing information for the Owner for each Lot owned by Owner should it differ from the street address of the Lot as listed by the Grimes County Appraisal District. Further, when an alternate address exists, Owner is required to render notice of tenant, if any, or agency, if any, involved in the management of said Lot. The Owner is required and obligated to maintain current information with the Association or its designated management company at all times.

5.4 Classification. Members shall be all Owners and shall be entitled to one (1) vote

for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

5.5 Powers of the Association. The Association shall have all powers and authority as stated in the Articles of Incorporation and/or the Bylaws of the Association and as granted by the laws of the State of Texas and this Declaration. Any grant of power or authority expressed in this Declaration is not a limitation on or exclusion of the powers or authority of the Association. The Association, by a majority vote of the Board of Directors of the Association, shall have the authority to borrow money for the purpose of making capital improvements on property owned by the Association.

5.6 Construction. The Association shall have the authority to construct roads or other items of infrastructure for the benefit of the Association. To that end, the Association is granted the power and authority to borrow money from JVC and/or its successors, assigns and designees, and to pledge assets of the Association, including assessments and rights to future assessments, as security for any such loan.

5.7 Bylaws. The Association may make and establish such rules or bylaws as it may choose to govern the organization and administration of the Association, provided, however, that such rules or bylaws are not in conflict with the terms and provisions hereof. The right and power to alter, amend or repeal the bylaws of the Association, or to adopt new bylaws is expressly reserved by and delegated by the members of the Association to the Board of Directors of the Association.

5.8 Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association pursuant to Section 209.005 of the Texas

Property Code and the Business Organization Code, or any subsequent Texas statute relating to the books and records of a property owners association or non-profit corporation.

ARTICLE VI
PROPERTY RIGHTS

6.1 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and common facilities, if any, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreation facility by an Owner; to suspend any other service provided by the Association for an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations, or breach of any provisions of the Declaration.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded in the Official Public Records of Real Property of Grimes County, Texas; provided, however, the Board of Directors by majority vote of the Board is authorized and empowered to cause the dedication and conveyance of utility easements and easements for similar purposes without submitting such matter to a vote of the members, and to authorize any officer of the Association to execute the documents required for such dedication or conveyance.

(d) The right of the Association to collect and disburse those funds as set forth in Article VII.

6.2 Delegation of Use. Any Owner may delegate the Owner's right of enjoyment to the Common Area and facilities, if any, to the members of the Owner's family, tenants or contract purchasers who occupy the residential dwelling of the Owner's Lot.

ARTICLE VII
MAINTENANCE ASSESSMENTS

7.1 Lien and Personal Obligation of Assessments. Each Owner of any Lot—except for JVC as herein provided—by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessment or charges, (2) special assessments for capital improvements, (3) Construction Assessments and (4) other charges assessed against an Owner and his/her Lot as provided in this Declaration, such assessments and charges to be established and collected as herein provided. The annual, special and Construction assessments, as well as the other charges described in this Declaration, together with interest, collection costs and reasonable attorney's fees, shall be a charge on the Lot and shall be secured by a continuing lien in favor of the Association upon the Lot against which each such assessment is made. Each such assessment and other charges, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and the personal obligation for delinquent assessments shall not pass to subsequent Owners of the concerned Lot unless expressly assumed in writing.

7.2 JVC Exemption: For so long as JVC shall own more than 25% of the Lots within the Property, JVC shall not be required to pay any assessment to the Association for Lots owned

by JVC. HOWEVER, for each fiscal year in which JVC owns more than 25% of the Lots within the Property, JVC shall be required to compensate the Association for any budget deficit existing at the end of said fiscal year. JVC shall have ninety (90) days from the end of each applicable fiscal year to tender payment of the budget deficit to the Association.

7.3 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement, maintenance and management of any Common Area and Common Facilities of the Association as well as any esplanades or landscaped areas within street rights-of-way designated by the Board of Directors of the Association as being appropriate for maintenance by the Association, and to enable the Association to fulfill its responsibilities. The responsibilities of the Association shall include, but not be limited to, the maintenance and repair of the Common Area and Common Facilities, if any; constructing and maintaining streets, parkways, green belts, detention areas, right-of-ways, easements, esplanades, Common Areas, paths, and other public areas; construction and operations of all street lights; insecticide services; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the collection and enforcement of all charges, assessments, covenants, restrictions, and conditions established under this Declaration; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employing policemen and watchmen, and/or security service, if desired; caring for vacant Lots and doing other thing or things necessary or desirable in the opinion of the Board of Directors to keep the Lots neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots; and obtaining liability, workers compensation, property and Director and Officer liability insurance in amounts deemed proper

by the Board of Directors of the Association. It is understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

7.4 Maximum Annual Assessment.

a. The Board of Directors shall fix the amount of the ensuing year's annual assessment (and the annual assessment for each subsequent calendar year) at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in writing pursuant to Section 5.3. Maintenance fees are due on January 1 of each year and considered delinquent if not received by January 31 of that year. If for any reason the Board of Directors fails to fix the annual assessment for any year by December 2 of the preceding year, it shall be deemed that the annual assessment for such year will be the same as that established for the preceding year, and such annual assessment shall continue unchanged from year to year until the Board of Directors establish a new annual assessment in accordance with the provisions hereof.

b. From and after January 1, 2018, the maximum annual assessment may be increased each year by a majority vote of the Board of Directors of the Association only to an amount which is not more than ten percent (10%) above the maximum annual assessment for the previous year. From the time of recording of this Declaration until January 1, 2018, the Board of Directors shall be free to increase or decrease the annual assessment as needed to provide for the development of the Property.

c. From and after January 1, 2018, the maximum annual assessment may be increased by more than ten (10%) percent of the previous year's maximum annual assessment

only if the increase is approved by the affirmative vote of a majority of the Members at a meeting duly called for the purpose of considering such increase. Subject to the provisions of Section 7.6, the voting process for this action may also be handled by mail

7.5 Special Assessment for Capital Improvements or Construction.

a. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to the current year only for the purpose of defraying, in whole or in part, the cost/of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided any such assessment shall have the approval of a majority of the votes of the Members at a meeting duly called for this purpose. Likewise, subject to the provisions of Section 7.5, the voting process for this action may also be handled by mail ballot.

b. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, one or more assessments for specific construction projects (the "Construction Assessment(s)"). From time to time the Association, at its discretion, may elect to construct roads or other items of infrastructure for the benefit of the Members of the Association, pursuant to Section 5.6 herein. For any specific road or street or item of infrastructure to be constructed, the Association's Board of Directors, by majority vote, shall designate the Lots benefited by said construction, at its sole discretion (the "Designated Lots"), and apportion the costs of said road construction to the Designated Lots. Among the Designated Lots, the proportionate responsibility of each individual Lot and the Lot's Owner shall be determined by the lot line width of the portion of said Lot appurtenant to the road, street or other item of infrastructure being constructed, divided by the lot-line width of all Designated Lots appurtenant to the specific construction project. The Association shall send written notice to the Owner of

each Lot in the Designated Lots no less than 180 days prior to construction commencing, notifying each Owner of the proposed construction project, the total projected cost of same, a description of the Designated Lots for the specific construction project and that Lot's Owner's proportionate share of the costs of the construction. Upon completion of any specific road or street construction project, the Association shall send a separate notice to the Owner of each Designated Lot within 90 days of completion, notifying same of the costs assessed to that Owner's Lot(s) for the specific project, the date on which the assessment is due and delinquent, and option(s) available to the Owner to pay said Construction Assessment on a payment plan. Said assessment shall be collected in the same manner as the annual assessment.

7.6 Notice and Quorum for any Action Authorized under Paragraphs 7.3 and 7.4(a).

Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3 and 7.4(a) shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the meeting, the presence of members or of proxies entitled to cast fifty (50) percent plus one (1) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If the vote of the members is conducted by mail or door to door canvas, the approval of two-thirds (2/3) of the total membership is required.

7.7 Effect of Nonpayment of Assessments. Any assessment, annual or special or Construction, or other charges assessed in accordance with Sections Articles III and IV herein and not paid within thirty-one (31) days after its due date shall bear interest from the due date at a rate of ten percent (10%) per annum on the unpaid balance. The Association may bring an

action at law against the Owner personally obligated to pay the same and/or foreclose the lien herein retained against the Lot. These remedies are not exclusive and the Association may bring an action at law against an owner for both a personal judgment and foreclosure of the Association's lien or for either separately. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. In order to secure the payment of the assessments or charges hereby levied, a vendor's lien for the benefit of the Association shall be and is hereby reserved in each deed to an Owner of a Lot or portion thereof, which lien shall be enforceable through appropriate judicial and non judicial proceedings by the Association. As additional security for the payment of the assessments hereby levied, each Owner of a Lot, by such Owner's acceptance of a deed thereto, hereby grants the Association a lien on such Lot which may be foreclosed pursuant to an expedited foreclosure as provided by §51.002 and §209.0092 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with an expedited foreclosure pursuant to the provisions of said §51.002 and §209.0092 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice President of the Association and filed for record in the Real Property Records of Grimes County, Texas. In the event that the Association has determined to conduct an expedited foreclosure, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U. S. Postal Service, postage prepaid, registered or certified, return receipt

requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Grimes County, Texas. Out of the proceeds of such sale, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and, third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

7.8 In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner, of such Owner's portion of any assessment, the Association may, acting through the Board, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, restrict the right of such nonpaying Owner to use the Common Areas, if any, in such manner as the Association, deems fit or appropriate and/or suspend the voting rights of such nonpaying Owner so long as such default exists.

7.9 It is the intent of the provisions of this Article VII to comply with the provisions of said §51.002 and §209.0092 of the Texas Property Code relating to non judicial and expedited foreclosure sales by power of sale and, in the event of the amendment of said §51.002 and §209.0092 of the Texas Property Code hereafter, the President or any Vice President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by

amendment to this Declaration filed in the Real Property Records of Grimes County, Texas, amend the provisions hereof so as to comply with said amendments to §51.002 and §209.0092 of the Texas Property Code.

7.10 No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In addition to the above rights, the Association shall have the right to refuse to provide the services of the Association to any Owner who is delinquent in the payment of the above-described assessments.

7.11 Subordination of the Lien to Mortgages. As hereinabove provided, the title to each Lot shall be subject to a vendor's lien and power of sale and non judicial foreclosure securing the payment of all assessments and charges due the Association, but said vendor's lien and power of sale and non judicial foreclosure shall be subordinate to any valid purchase money lien or mortgage covering a Lot and any valid lien securing the cost of construction of home improvements. Sale or transfer of any Lot shall not affect said vendor's lien or power of sale and non judicial foreclosure. However, the sale or transfer of any Lot which is subject to any valid purchase money lien or mortgage pursuant to a judicial or non judicial foreclosure under such lien or mortgage shall extinguish the vendor's lien and power of sale and non judicial foreclosure securing such assessment or charge only as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of the Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

7.12 Future Sections. The Association shall use the proceeds of the assessments for the

use and benefit of all residents of the Property, provided, however, that any additional property made a part of the Property by annexation under Section 8.7 of this Declaration, to be entitled to the benefit of the Association's funds, must be impressed with and subjected to the assessments and charges set forth herein on a uniform per Lot basis equivalent to the maintenance charge and assessment imposed hereby, and further, made subject to the jurisdiction of the Association.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Term. The covenants, conditions, reservations and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of thirty (30) years from the date this Declaration is recorded. Upon expiration of said initial thirty (30) year term, the Declaration (as amended, if amended), and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years each. During the initial term or any successive term, this Declaration may be amended or terminated only by a written instrument reflecting the affirmative vote by the then Owners of a majority of the Lots within the Property to amend or terminate the Declaration. Any such amendment or termination shall be properly recorded in the Official Public Records of Real Property of Grimes County, Texas.

8.2 Enforcement. The Association and/or any Owner and their respective successors and assigns, shall have the right to enforce by a proceeding at law or in equity all easements, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and in connection therewith, shall be entitled to recover all

reasonable collection costs and attorney's fees. Failure by the Association or by any other person entitled to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated, the failure or refusal of any Owner or any occupant of a Lot to comply with the terms and provisions hereof would result in irreparable harm to other Owners and/or to the Association. Thus, the covenants, conditions, restrictions and provisions of this Declaration may not only be enforced by an action for damages at law, but also may be enforced by injunctive or other equitable relief (i.e., restraining orders and/or injunctions) by any court of competent jurisdiction, upon the proof of the existence of any violation or any attempted or threatened violation. Any exercise of discretionary authority by the Association concerning a covenant created by this Declaration is presumed reasonable unless the court determines by a preponderance of the evidence the exercise of discretionary authority was arbitrary, capricious or inconsistent with the scheme of the development (i.e., the architectural approval or disapproval for similar renovations relative to a given location within the Property).

8.3 The Association on its own behalf or through the efforts of its management company may initiate, defend or intervene in litigation or any administrative proceeding affecting the enforcement of a covenant created by this instrument or for the protection, preservation or operation of the Property covered by this Declaration. Notification will be deemed to have been given upon deposit of a letter in the U. S. mail addressed to the Owner alleged to be in violation. Any cost that has accrued to the Association pursuant to this Section shall be secured and collectable in the same manner as established herein for the security and collection of annual assessments as provided in Article VII.

8.4 Severability. Invalidation of anyone of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and

effect.

8.5 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

8.6 Omissions/Corrections. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference. If it is determined that any recording reference or legal description herein is inaccurate due to a scrivener's error, a correction document may be filed by the Association, clarifying the scrivener's error, without the vote of the Members of the Association.

8.7 Annexation. Additional residential property and "Common Area" may be annexed to the Property with the consent of two-thirds (2/3) of the Members. The annexation or addition may be accomplished by the execution and filing for record in the Real Property Records of Grimes County, Texas by the owner of the property being added or annexed an instrument which may be called "Supplemental Declaration". Each such instrument evidencing the annexation of additional property shall describe the portion of the property comprising the Lots and Common Area, if any. Such "Supplemental Declaration" may contain such other provisions which are not inconsistent with the provisions of this Declaration or the general scheme or plan of Bluebonnet Country as a residential development. At such time as the "Supplemental Declaration" is filed for record as hereinabove provided, the annexation shall be deemed accomplished and the

annexed area shall be a part of the properties and subject to each and all of the provisions of this Declaration and to the jurisdiction of the Association in the same manner and with the same force and effect as if such annexed property had been originally included in this Declaration as part of the original development. After additions or annexations are made to the development, all assessments collected by the Association from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common maintenance for the Properties.

The above covenants, conditions, reservations and restrictions are to run with the Property and shall be binding on all parties and persons owning a portion of the Property.

This instrument shall be effective as of the 15 day of April, 2014, as evidenced by the signatures below.

I hereby certify that I/we am/are the owner(s) of the following Lots within the Property, that I/we have been provided with a copy of the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BLUEBONNET COUNTRY and I/we have voted in favor of the adoption of same:

Lot/Block/Section(s): see attached

(attach additional sheets if necessary)

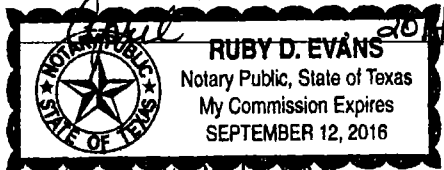
[Signature]
Printed Name Neil Morley, Manager JVC Development LLC

[Signature]
Printed Name Scott Veinot, Manager JVC Development LLC

THE STATE OF TEXAS §
COUNTY OF Paragou §

BEFORE ME, the undersigned authority, on this day personally appeared Neil Morley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purposes therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of



[Signature]
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF Paragou §

BEFORE ME, the undersigned authority, on this day personally appeared Scott Veinot, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purposes therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of April, 2014.

[Signature]
Notary Public in and for the State of Texas

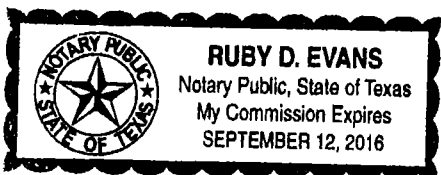


EXHIBIT "A" -- LEGAL DESCRIPTION

BLUEBONNET COUNTRY SECTION 1:

The real property which has been subdivided into lots on the Plat filed for record under Document No. 19966 and recorded in Volume 304, Page 843, of the Deed or Plat Records of Grimes County, Texas.

BLUEBONNET COUNTRY SECTION 2:

The real property which has been subdivided into lots on the Plat filed for record under Document No. 20806 and recorded in Volume 306, Page 553, of the Deed or Plat Records of Grimes County, Texas, including Block 1, Lot 21; Block 2, Lots 1 and 24; Block 4, Lots 8 through 12; Block 6, Lots 1 through 41; Block 7, Lots 1 through 25; and Block 8, Lots 1 through 5.

BLUEBONNET COUNTRY SECTION 3:

The real property which has been subdivided into lots on the Plat filed for record under Document No. 21070 and recorded in Volume 307, Page 121, of the Deed or Plat Records of Grimes County, Texas, including Block 15, Lots 1 through 36; Block 13, Lots 1 through 32; Block 14, Lots 1 through 13; Block 5, Lots 30 through 115, Block 9, Lots 1 through 7; Block 10, Lots 1 through 14; Block 11, Lots 1 through 32; Block 12, Lots 1 through 12 and Block 3, Lots 14, 15 and 16.

BLUEBONNET COUNTRY SECTION 4:

The real property which has been subdivided into lots on the Plat filed for record under Document No. 22590 and recorded in Volume 310, Page 603, of the Deed or Plat Records of Grimes County, Texas, including Block 5, Lots 116 through 127; and Block 15, Lots 37 through 52.

BLUEBONNET COUNTRY SECTION 5:

The real property which has been subdivided into lots on the Plat filed for record under Document No. 23225 and recorded in Volume 311, Page 864, of the Deed or Plat Records of Grimes County, Texas, including Block 7, Lots 26 through 44; Block 8, Lots 6 through 10; and Block 9, Lots 1 through 12.

BLUEBONNET COUNTRY SECTION 6:

The real property which has been subdivided into lots on the Plat filed for record under Document No. 23646 and recorded in Volume 312, Page 719, of the Deed or Plat Records of Grimes County, Texas, including Block 5, Lots 128 through 141 and Block 15, Lots 53 through 63.

BLUEBONNET COUNTRY SECTION 7:

The real property which has been subdivided into lots on the Plat recorded in Volume 315, Page 463, of the Deed or Plat Records of Grimes County, Texas, including Block 16, Lots 12 through 29 and Block 7, Lots 45 through 50.

BLUEBONNET COUNTRY SECTIONS 9, 10 and 11:

Being BLUEBONNET COUNTRY, SECTION 9 thru 11, and being 185.6699 acres of land in the A.U. Springer Survey Abs. No. 405 and partly out of the Margret McIntyre Survey Abs. 41, Grimes County, Texas as per plats recorded in Volume 341, Page 758, Volume 345, Page 655 and Volume 345, Page 655 of the Deed or Plat Records of Grimes County, Texas.

BLUEBONNET COUNTRY SECTIONS 12 and 13:

Being BLUEBONNET COUNTRY, SECTION 12 and 13, and being a total of 188.200 acres of land in the A.U. Springer Survey Abs. No. 405, Grimes County, Texas, as per the map or plat thereof recorded in Vol. 354, Page 368 (Section 12) and Vol. 354, Page 367 (Section 13) of the Deed or Plat Records of Grimes County, Texas, to which record reference is hereby made.

BLUEBONNET COUNTRY SECTIONS 14:

Being BLUEBONNET COUNTRY, SECTION 14, and being 89.3720 acres of land in the A.U. Springer Survey Abs. No. 405 Grimes County, Texas, as per map of plat thereof recorded in Vol. 359, Page 718 of the Deed or Plat Records of Grimes County, Texas.

BLUEBONNET COUNTRY SECTION "T":

Being BLUEBONNET COUNTRY, SECTION "T", as described in a Plat filed for record in Volume 337, Page 61, of the Deed or Plat Records of Grimes County, Texas.

BLUEBONNET COTTAGES A & B:

Sections A and B of Bluebonnet Cottages, comprised of Lots 1 through 16 in Section A and Lots 1 through 34 in Section B, described in a Plat filed for record in Volume 306, Page 554, of the Deed or Plat Records of Grimes County, Texas.

BLUEBONNET COTTAGES C, D, E, F, G and H:

Sections C, D, E, F, G and H of Bluebonnet Cottages, comprised of Lots 1 through 29 in Section C, Lots 1 through 9 in Section D, Lots 1 through 9 in Section E, Lots 1 and 2 in Section F, Lots 1 through 15 in Section G, and Lots 1 and 2 in Section H, described in a Plat filed for record in Volume 309, Page 196, of the Deed or Plat Records of Grimes County, Texas.

BLUEBONNET COTTAGES J:

Section J of Bluebonnet Cottages, comprised of Lots 1 through 8 in Section J, described in a Plat filed for record in Volume 310, Page 604, of the Deed or Plat Records of Grimes County, Texas.

BLUEBONNET COTTAGES K:

Section K of Bluebonnet Cottages, comprised of Lots 1 through 155 in Section K, described in a Plat filed for record in Volume 311, Page 88, of the Deed or Plat Records of Grimes County, Texas.

BLUEBONNET COTTAGES L, M and N:

Sections L, M and N of Bluebonnet Cottages, comprised of Lots 1 through 30 and Lot 62 in Section L, Lots 31 through 61 in Section M, and Lots 1 through 38 in Section N, described in a Plat filed for record in Volume 314, Page 353, of the Deed or Plat Records of Grimes County, Texas.

BLUEBONNET COTTAGES P and Q:

Sections P and Q of Bluebonnet Cottages, comprised of Lots 1 through 93 in Section P and Lots 1 through 9 in Section Q, described in a Plat filed for record in Volume 315, Page 464, of the Deed or Plat Records of Grimes County, Texas.

BLUEBONNET COTTAGES R and S:

Section R and S of Bluebonnet Cottages, comprised of Lots 10 through 48 in Section R and Lots 1 through 135 in Section S, described in Plat filed for record in Volume 316, Page 783, of the Deed or Plat Records of Grimes County, Texas.

CAMPSITE I:

7.0977 acres of land as shown on the Plat recorded in Volume 337, Page 686, of the Deed or Plat Records of Grimes County, Texas.

DEER RIDGE:

Deer Ridge, as depicted on the Plat recorded in Volume 367, Page 856, of Deed or Plat Records of Grimes County, Texas.

DELOGO DELTA:

The real property described on the Plat filed for record under Document No. 49467 and recorded in Volume 377, Page 612, of the Deed or Plat Records of Grimes County, Texas.

FOREST TRAILS 2 AND 3:

The real property described on the Plats filed for record under Volume 365, Page 663 and Volume 379, Page 326 of the Deed or Plat Records of Grimes County, Texas.

Doc
00263708

Bk
RP

Vol
1501

Pg
643

Filed for Record in:
Grimes County
On: Apr 21, 2014 at 02:32P
As a RECORDINGS

Document Number: 00263708
Amount 212.00
Receipt Number - 69957
By: Tina S Schroeder

STATE OF TEXAS COUNTY OF GRIMES
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Grimes County
as stamped hereon by me.
Apr 21, 2014

David Pasket, Grimes County Clerk
Grimes County