

RESTRICTIONS
BLUEBONNET HILLS
WASHINGTON COUNTY, TEXAS
(AMENDED & FILED FOR RECORD DECEMBER 18, 2008)

1. Said property, except as hereinafter expressly stated, shall be used for residence purpose only.
2. The term "residence purpose" as herein used shall not be held or construed to include hospitals, offices, duplex houses, apartment houses or mobile homes, mobile or portable homes of all fashions are specifically forbidden.
3. Only one residence shall be constructed or permitted on each tract, home site or separate parcel of land.
4. No garage, stables or out building erected on said premises shall be used as a residence or living quarters, except by servant or servants engaged on the premises.
5. No trash, ashes, or other refuse may be thrown or dumped on any vacant lot in the addition.
6. No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof after original construction on any lot or home site in said addition until the plans, plot plans, and specifications have been submitted to and approved in writing by Bailey-Metzger, Inc. or its nominee. Such approval is to include exterior design, the type of material to be used, and the colors to be applied on the exterior of the structure.
7. No building material of any kind or character shall be placed in the streets, it being distinctly understood and agreed that all building materials to be used in the construction of buildings in said subdivision shall be placed within the property lines of the premises to which the delivery is made.
8. Grass and weeds on each lot must be kept mowed at regular intervals or as may be necessary to maintain the same in a neat and attractive manner. Bailey-Metzger, Inc. or its nominee, at its option, may have the grass and weeds cut when and as often in its judgment the same is necessary and the owner of the said lot or tract of land shall be held by the acceptance of such deed to be obligated to pay the said Bailey-Metzger, Inc., or its nominee, the cost of such work, and shall create a Vendors Lien on such property where the work is preformed.

9. Bailey-Metzger, Inc. reserves the right to review and approve in writing in advance of the operation of same, the type or character of business to be conducted on any tract on which a business may be conducted under the terms hereof; and no improvements for business use shall be constructed on any tract except with the prior approval in writing of proposed plans, plot plans and specifications therefore by Bailey-Metzger, Inc. or its nominee.
10. No residence shall be constructed or moved onto any lot or building site in the Subdivision which has a living area less than 1,200 square feet, excluding porches, garages, patios, and the like.
11. No signs, billboards, posters or advertising devices of any kind shall ever be erected on any lot in the Subdivision except a "For Sale" sign not larger than six square feet, and not more than four feet off of the ground.
12. All residences constructed in the Subdivision shall have inside toilets and the inside plumbing shall be attached to septic tanks; there shall be no cesspools in the Subdivision and no drainage from plumbing of any type into ditches or lakes.
13. Reserves "A", "B", and "C" may be used for business purposes, but no other lots in said Subdivision may be used for business purposes. A lot restricted against use for business purposes may nevertheless be used only for business purposes which are incidental to its residential use. A business purpose is not incidental to the residential use of a lot if it:
 - A. Creates a danger to other residents in the Subdivision;
 - B. Negatively impacts the property values of the Subdivision or adjacent properties;
 - C. Negatively affects the environment;
 - D. Creates a traffic hazard;
 - E. Disturbs the quiet peace and enjoyment of neighboring property;
 - F. Has permanent signage;
 - G. Has designated customer parking spaces; or
 - H. Otherwise disrupts the peace and tranquility of the Subdivision as a country residential neighborhood.
14. These Restrictions shall be effective until January 1, 2019. These Restrictions shall thereafter automatically be renewed for successive renewal periods of 10 years until the owners of 51% of the Lots in the Subdivision by written declaration, signed, acknowledged, and recorded in the Official Records of Washington County, Texas declare that these Restrictions are terminated and of no further force or effect.

15. No building shall be located nearer than 50 feet from the front property line and 20 feet from any adjacent property line, except for Reserves "A", "B", and "C".
16. All fencing, culvert sizes and access road entrances shall be approved in writing by Bailey-Metzger, Inc. or its nominee.
17. No noxious or offensive trade shall be permitted on any part of any tract, and each owner and occupant shall keep their property clean and free of trash, inoperable cars and machinery and other junk, and shall maintain the improvements in a reasonably good state of repair.
18. No firearms may be discharged around or on any lake or road.
19. No dam, earthen fill or obstruction of any kind shall be constructed or permitted to remain in any creek, water course or drainage course of a height greater than three (3) feet above the natural grade without the prior written consent of Bailey-Metzger, Inc. except for the use of all owners of tracts within the Subdivision. Bailey-Metzger, Inc. shall have the right and authority to make rules and regulations regarding the use of all lakes and all other improvements constructed for use by all owners of tracts within "Bluebonnet Hill".
20. Insofar as Bailey-Metzger, Inc. or its successors or assigns has the right and authority to do so, no prospecting, mining, drilling or production of oil, gas or other minerals shall ever be permitted on any part of any tract, except those tracts so designated, but such prohibition shall not extend to the drilling of water wells for domestic use of water on the premises.
21. A maintenance fee of \$100 maximum per tract shall be levied and collected each year from each owner for maintenance of lakes, ponds, streets, parks, and operating expenses of Bluebonnet Hills Property Owners, Inc., which fee shall be due and payable not later than January 1 of each year, and shall be considered delinquent on January 31, bearing interest at the rate of 9% per annum; and shall be secured by a lien upon the lot for which it is due. The maximum maintenance charge may be increased only by the annual rate of inflation as determined by official U.S. Government figures.

22. The legal and fee simple title in and to all roads, easements, streets, parks, and lakes, shown on the map or plat of the Subdivision is hereby specifically reserved in Bailey-Metzger, Inc. or its successors or assigns, but subject to the rights of owners of tracts in the Subdivision and their invitees to use and enjoy same for the purposes intended. However, Bailey-Metzger, Inc., its successors or assigns, reserves the right to dedicate to the public any and all roads and streets at such time or times as it may choose.
23. Bailey-Metzger, Inc. may re-subdivide any tract, and any owner may re-subdivide his tract only with the written consent of Bailey-Metzger, Inc.
24. Easements for constructing, maintaining and repairing a system providing for light and power, telephone and telegraph service to said area and the inhabitants thereof, for the purposed incident of the development and use of said property as a suburban home community are reserved as shown on the recorded plat. Said easements shall be twenty (20) feet in width extending ten (10) feet on each side of property lines between certain adjoining lots as shown on said plat and twenty (20) feet within all lot property lines where the same parallel or front on roads or streets, whether said roads or streets are within or outside of the Subdivision. Neither Bailey-Metzger, Inc. nor any utility company using the easements or rights-of-way as reserved by plat of this Subdivision filed for record in the May Records of Washington County, Texas, shall be liable for any damage done by either of them or their assigns, agents, employees or servants to shrubbery, trees, flowers or other property of any owner situated on the land covered by the easements or adjacent to said rights-of-way. No property owner shall fence or otherwise obstruct easements leading to or surrounding the designated lake sites.
25. Bluebonnet Hills Property Owners, Inc. may levy a fine against any owner in violation of these Restrictions in the amount of \$25 for each day that the violation continues after due notice of the violation as required by law.
26. These Restrictions may be amended by vote of 51% of the Owners of lots in the Subdivision. A property owner may not cast more than one vote regarding the amendment of these restrictions, regardless of the number of lots the person owns. If more than one person owns an interest in a lot, the owners may cast only one vote regarding the amendment of these restrictions for that lot. A person may not vote regarding the amendment of these restrictions if the person has an interest in a lot only by virtue of being a lienholder.

**BLUEBONNET HILLS PROPERTY OWNERS ASSOCIATION
ARCHITECTURAL REVIEW COMMITTEE GUIDELINES**

July 1, 2000

GENERAL POLICY

Restrictive covenants (deed restrictions) contribute to maintaining the high property values and residential character of Bluebonnet Hills Subdivision. Deed Restriction No. 6 states: "NO IMPROVEMENTS OF ANY CHARACTER SHALL BE ERECTED, OR THE ERECTION THEREOF BEGUN, OR CHANGES MADE IN THE EXTERIOR DESIGN THEREOF AFTER ORIGINAL CONSTRUCTION ON ANY LOT OR HOMESITE IN SAID ADDITION UNTIL THE PLANS, PLOT PLANS, AND SPECIFICATIONS HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY BAILEY-METZGER, INC. OR ITS NOMINEE. SUCH APPROVAL IS TO INCLUDE EXTERIOR DESIGN, THE TYPE OF MATERIAL TO BE USED, AND THE COLORS TO BE APPLIED ON THE EXTERIOR OF THE STRUCTURE."

Accordingly, all exterior improvements or changes to property in Bluebonnet Hills Subdivision must receive written notification from the Architectural Review Committee (ARC), a committee appointed by the Board to oversee and administer the deed restrictions as they apply to new and existing construction, prior to commencement of any work.

GUIDELINES

1. All new construction and modifications to existing construction require submission of one full and complete set of plans to the ARC. The plans must contain a site plan showing the location of any improvements to be constructed relative to the property and the building setback lines.
2. Location of well and septic tank must be located on plat plans.
3. Septic system must be approved by authorization from Washington County representative for the Texas Water Quality Control Board (Webster Hart/979-277-6290). A copy of the permit must be submitted to the ARC.
4. New or modified construction means construction such as:
 - Houses
 - Garages
 - Pools
 - Septic Systems
 - Roofs
 - Car Ports
 - Fences (no barbed wire)
 - Storage Buildings
 - Well Houses
 - Exterior Paint
5. For any plans involving construction of a structure that requires a poured foundation, notification must be submitted to the ARC a minimum of seven days before any concrete is poured. The notification must confirm the placement of improvements in accordance with the plans approved by the Board. The Board reserves the right to suspend, revoke or deny any approval that is based on inaccurate or conflicting information.
6. All vacant houses are required by owners to be kept in repair in such a manner as to be lived in by owner or renter.
7. Existing construction including fencing shall be maintained in a reasonably good state of repair.

8. No building material of any kind or character shall be placed or stored upon the property any sooner than 30 days prior to beginning construction of any kind.
9. All construction debris and other trash should not be left exposed where it could be scattered onto adjacent property, lakes, ponds and creeks. When construction is finished, all trash and/or construction materials must be disposed of within 14 days after completion, except in the case of a burn ban.
10. No fence shall be placed on any portion of the property higher than eight feet from the ground, as measured from natural ground level to the highest point on the fence.
11. Upon recommendation of the ARC, four members of the Board must approve all house and plat plans before any construction can commence.
12. All approvals granted for improvements will expire six months after issuance if construction of the approved improvements has not commenced. A six-month extension may be obtained if a written request is submitted confirming there have been no changes in the plans previously approved. Otherwise, new plans must be submitted to the ARC.
13. The construction period shall not exceed twelve months from the date of commencement to completion unless written approval is obtained from the Board through the ARC.

In addition to meeting the above requirements, the following are requirements for houses being moved into Bluebonnet Hills Subdivision:

1. The house plan showing square footage must be turned into the ARC.
2. A time schedule of immediate and future improvements must be submitted in writing to the ARC.
3. Doors and windows must be installed immediately after a house has been moved onto the property.
4. Exterior repair and painting – 90 day time limit.
5. Skirting or base trim—90 day time limit.
6. Failure to conform to the above requirements will result in a mandate to remove the home from Bluebonnet Hills unless an extension has been granted by the Board upon the recommendation of the ARC.

PROCEDURES FOR SUBMISSION OF ITEMS TO THE ARC:

- Submit any approval matters to the head of the ARC for posting into the log book.
- The ARC will review the plans/submissions for compliance with the deed restrictions and architectural review guidelines, and will present them to the Board at the next regularly scheduled Board meeting. Meetings are held the first Monday of each month at the Rock Store in Chappell Hill at 7PM.
- Anything that requires approval prior to the regular Board meeting will be handled as quickly as possible to accommodate individual needs. Please remember that four Board members must give approval so as much advance notice as possible needs to be allowed.
- Residents seeking approval will be notified in writing within three days after the Board meeting of approval/disapproval of submission. Those requesting expedited approvals will be telephoned with approval/disapproval and this will be followed up by written notification.
- Questions can be directed to Joyce Knott, Head of ARC, at 979 836-8530.