

RESTRICTIONS AND COVENANTS

#41470

Restrictions and Covenants applicable to BLUEBONNET COUNTRY SECTION 12 and 13, being a total of 188.200 acres in the A. U. Springer Survey Abs. No. 405, Grimes County, Texas.

STATE OF TEXAS

COUNTY OF GRIMES

WHEREAS, BLUEBONNET COUNTRY CORPORATION, a Texas Corporation of Grimes County, Texas, is the owner in fee simple of the hereinafter, described premises in Grimes County, Texas, to-wit:

Being BLUEBONNET COUNTRY, SECTIONS 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 Records of Grimes County, Texas, to which record reference is hereby made.

WHEREAS, it is the desire of the said owner, BLUEBONNET COUNTRY CORPORATION, to place certain covenants and restrictions upon the above described property.

FULLY RESTRICTED AREA, Sections 12 and 13 are restricted to residential use only. No residential structure shall be placed on any lot within these sections unless its living area has a minimum of 750 square feet of floor area, exclusive of porches, garages, tool sheds, hay barns or other structures devoted to non-residential use. This area requirement for residential structures in Bluebonnet Country may be waived by the Architectural Control Committee.

ARCHITECTURAL CONTROL: No residential structure shall be erected, placed or altered on any lot until the unit has been approved by the architectural control committee as to the harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee is composed of J. C. Doss, Jr. and Clyde Pederson. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation of services performed pursuant to this covenant. At any time, the then owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

TEMPORARY STRUCTURES AND UTILITY BUILDINGS: No temporary building or structure will be erected on any lot in this Subdivision, 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.

No noxious or offensive activity shall be carried on upon any lot in said Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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SANITATION: No outdoor toilets, pits or trenches will be allowed in said Subdivision. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers.

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats and other household pets (not to exceed two of each category) may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and in addition cattle and horses may be raised, bred and kept, provided that said cattle and horses do not violate certain density restrictions which the Architectural Control Committee may establish from time to time, but only for the use and pleasure of the owner of such lots, and provided that they are not allowed to roam or wander unattended in the neighborhood.

Business and or Commercial activities are specifically disallowed. No person, firm or corporation will be allowed to carry on any business activities on these lots.

All lots sold in this Subdivision are subject to a monthly levy of Five and no/100 (\$5.00) Dollars per lot for maintenance of streets and recreational facilities. This fee may be levied at the option of Bluebonnet Country Corporation. This privilege of levy may be assigned by Bluebonnet Country Corporation to a Board of Governors or Directors elected by a Property Owners Association. Any such funds collected must be expended on maintenance as above stated and a semi-annual report made to the Property Owners in this development at the address registered by property owners with Bluebonnet Country Corporation or said Directors or Governors. Mailing of such report to the last known address of each property owner will constitute compliance with regards to this requirement.

The above mentioned levy of Five and no/100 (\$5.00) Dollars per lot may be made on no more than Two (2) lots owned by any one owner. The amount of levy may be raised or lowered by a majority vote of the Property Owners at an election called by Bluebonnet Country Corporation or above-mentioned Property Owners Association with authority, however, no person, group, or firm will have the authority to authorize a change in the fact that no owner will be levied upon to pay a maintenance fee on more than Two (2) lots.

Failure of a Property Owner to pay this levy will constitute a lien on the property so owned and the owner will forfeit the privilege of use of any and all of the available facilities in this Subdivision. Right to use of facilities will be restored only upon payment in full of levy, plus penalties of \$1.00 a month for term of delinquency, and a reasonable release fee and cost to the authority.

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

However, it is specifically stated that if one or more lots are sold to any purchaser by developer, Bluebonnet Country Corporation, on a contract for Deed or Deed with Lien and Note and purchaser defaults in payments and said lot must be repossessed by Developer; then, developer will not be required to pay into the maintenance fund, whether administered by an association of authority or Bluebonnet Country Corporation, any delinquent or unpaid dues or penalties accrued against said lot or lots; however, this stipulation does not by any means relieve the purchaser in default, who failed to pay said maintenance fees and or penalties, and from whom said lot was repossessed, of his personal liability to pay such delinquent dues and penalties, though such delinquency will not attach to property as a lien.

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Bluebonnet Country Corporation is specifically excluded from the requirement to pay dues on any lot said corporation is holding in this development for sale or resale.

Rules and Regulations governing the use of Recreational facilities in this Development will be made and enforced by Bluebonnet Country Corporation. This authority can be assigned to the above mentioned governing body by Bluebonnet Country Corporation at said corporation's option. Persons violating said Rules and Regulations are subject to having their privilege of use of said facilities withdrawn by such party in authority.

Natural drainage in this Subdivision will not be diverted, retained, or blocked by any person or persons.

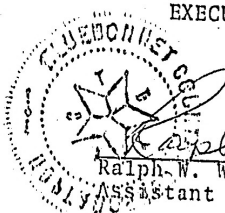
If any lot owner, his or her heirs, successors, or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute in proceedings at Law or in equity against the person or persons violating or attempting to violate such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years, unless by majority vote of the then owners of the lots, it is agreed to change the said covenants in whole or in part, and an instrument in writing effecting such change shall have been recorded in the Deed Records of Grimes County, Texas.

All reserved areas designated are excluded from these restrictions and none of the conditions or covenants herein shall apply to these tracts.

EXECUTED THIS 20th day of October, 1977.



Ralph W. Wilson
Ralph W. Wilson,
Assistant Secretary

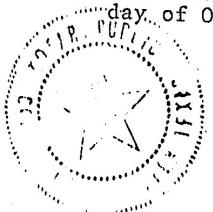
BLUEBONNET COUNTRY CORPORATION

BY J. C. Doss, Jr.
J. C. Doss, Jr., President

THE STATE OF TEXAS
COUNTY OF TOM GREEN

BEFORE ME, the undersigned authority, on this day personally appeared J. C. Doss, Jr., President of Bluebonnet Country Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of October, 1977.



Estel R. Roe
Notary Public in and for Tom Green
County, Texas.

THE STATE OF TEXAS, COUNTY OF GRIMES
THIS CERTIFIES that the foregoing instrument, with its certificates of authentication was filed for record in my office on the 27 day of Oct, A.D. 1977 and duly recorded by me on the 31 day of Oct, A.D. 1977 in Vol. 355, Page 894, of the Deed records of Grimes County, Texas.

Triston Harris, County Clerk, Grimes County, Texas
By Patricia Sechelaki, Deputy