

#39925 Vol. 346 PAGE 517

Restrictions and Covenants applicable to BLUEBONNET COUNTRY SECTION 9 thru 11, being 185.6699 acres in the A.U. Springer Survey Abs. No. 405 and partly out of the Margret McIntyre Survey Abs. 41, Grimes County, Texas.

STATE OF TEXAS  
COUNTY OF Grimes

WHEREAS, CENTRAL INVESTMENT COMPANY, a Texas corporation of Tom Green County, Texas, is the owner in fee simple of the hereinafter, described premises in Grimes County, Texas, to-wit:

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 map of plat thereof recorded in Volume Page of the plat records in the office of the county clerk of Grimes County, Texas.

WHEREAS, it is the desire of the said owner CENTRAL INVESTMENT COMPANY to place certain covenants and restrictions upon the above described property.

Fully restricted areas; sections 9, 10 and 11 with the exception of, lots 18 thru 80 of block 2, section 11, 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 one thousand (1,000) square feet of floor area, exclusive of porches, garages, tool sheds, haybarns 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.

Fully restricted areas; section 11, block 2, lots 18 thru 80, are restricted for recreational vehicles and camping trailers only.

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, D.L. Apostolo, and Mike Owens. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation or services performed pursuant to this covenant. At any time, the then record 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.

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.

Restrictions for Section 9-11 - Page 2

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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 abovementioned 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 abovementioned 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.

Central Investment Company 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 abovementioned 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.

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Restrictions for Section 9-11 - Page 3

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 Judgement 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 15<sup>th</sup> day of February, 1977.

CENTRAL INVESTMENT COMPANY

*Ralph Wilson*  
Ralph Wilson

*J.C. Doss, Jr.*  
J.C. Doss, Jr.  
Assistant Secretary

THE STATE OF TEXAS )  
COUNTY OF TON GREEN )

BEFORE ME, the undersigned authority, on this day personally appeared Ralph Wilson, President of Central Investment Co. 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 15<sup>th</sup> day of February, 1977.

*Edith L. Poe*  
Notary Public in and for  
Tom Green County, Texas

THE STATE OF TEXAS )  
COUNTY OF TON GREEN )

BEFORE ME, the undersigned authority, on this day personally appeared J.C. Doss, Jr., Assistant Secretary of Central Investment Co. 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.

*Edith L. Poe*  
Notary Public in and for  
Tom Green County, Texas

THE STATE OF TEXAS  
COUNTY OF GRIMES  
Vol. 346 PAGE 550  
THIS CERTIFIES that the foregoing instrument, with its certificate of authentication was filed for records in my office on the 4 day of March, A. D. 1977 and duly recorded by me on the 4 day of March, A. D. 1977 in Vol. 346, Page 549, of the Deed records of Grimes County, Texas.  
Trinston Harris  
County Clerk, Grimes County, Texas  
By *Patricia Seebler*, Deputy

037925

FILED FOR RECORD AT  
77 MAR 1 AM 10 06

EX-100  
BY *L. Williams*

*Bladen County*

007 JUN 196 JUN

PLA 341 PAGE 757

the said premises unto the said GRANTEE, / themselves, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on this the 25th day of October, 1976



MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST

By: Edward Dreiss EC Vice President

THE STATE OF TEXAS, COUNTY OF Montgomery

CORPORATION ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared EDWARD DREISS, Vice President, Mitchell Development Corporation of the Southwest, known to me to be the said person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of October, A. D. 1976



Patricia Sebelak Notary Public in and for Montgomery County, Texas

THE STATE OF TEXAS, COUNTY OF GRIMES

THIS CERTIFIES that the foregoing instrument, with its certificate of authentication, was filed for record in my office on the 25th day of Oct. A.D. 1976, and duly recorded by me as Secretary of Grimes County, Texas, in Volume 341, Page 757 of the records of Grimes County, Texas.

I was filed for record at \_\_\_\_\_ o'clock \_\_\_\_\_ M. on \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1976.

WITN the day on \_\_\_\_\_

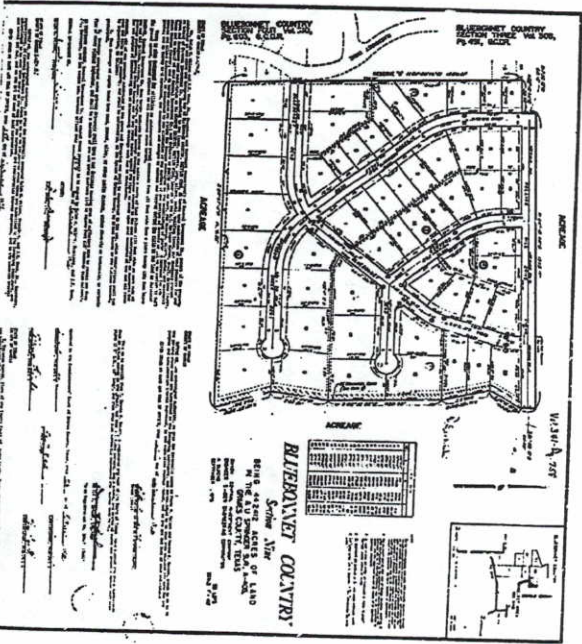
Notary Public in and for Grimes County, Texas

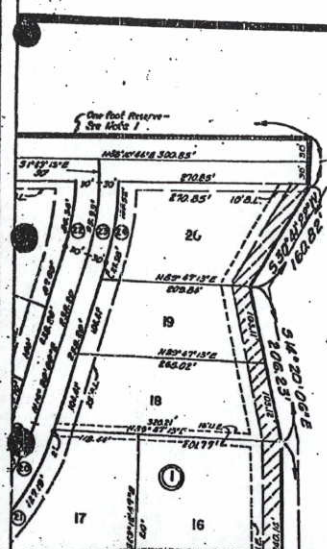
Patricia Sebelak, Deputy

Warranty Deed FROM

035245 FOR RECORD AT 25 10 76 FILED OCT 27 1976

OK 541





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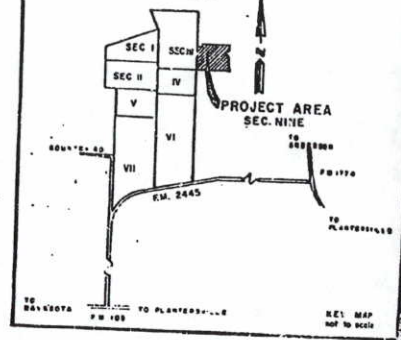
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FILED FOR RECORD ON 10 OCT 26 1976

OCT 26 1976

THIRD REGISTRATION DISTRICT, S.D.

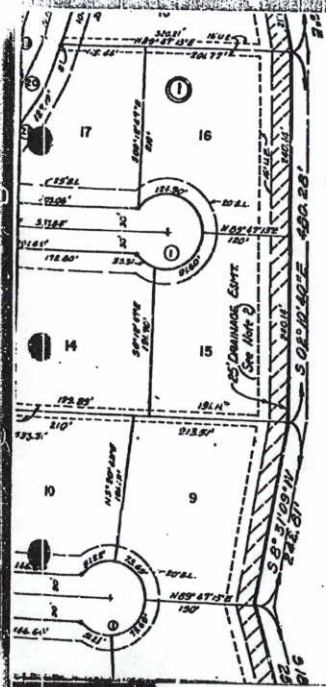
BLUEBONNET COUNTRY



CHIEF DATA

NOTES:

GENERAL INSTRUCTIONS TO THE REGISTER			
1.	The registration fee is \$1.00 per acre for the first 100 acres and 75¢ per acre for the balance.		
2.	The registration fee is payable in advance.		
3.	The registration fee is payable to the Register.		
4.	The registration fee is payable in cash or by check.		
5.	The registration fee is payable to the order of the Register.		
6.	The registration fee is payable to the order of the Register.		
7.	The registration fee is payable to the order of the Register.		
8.	The registration fee is payable to the order of the Register.		
9.	The registration fee is payable to the order of the Register.		
10.	The registration fee is payable to the order of the Register.		



ACREAGE

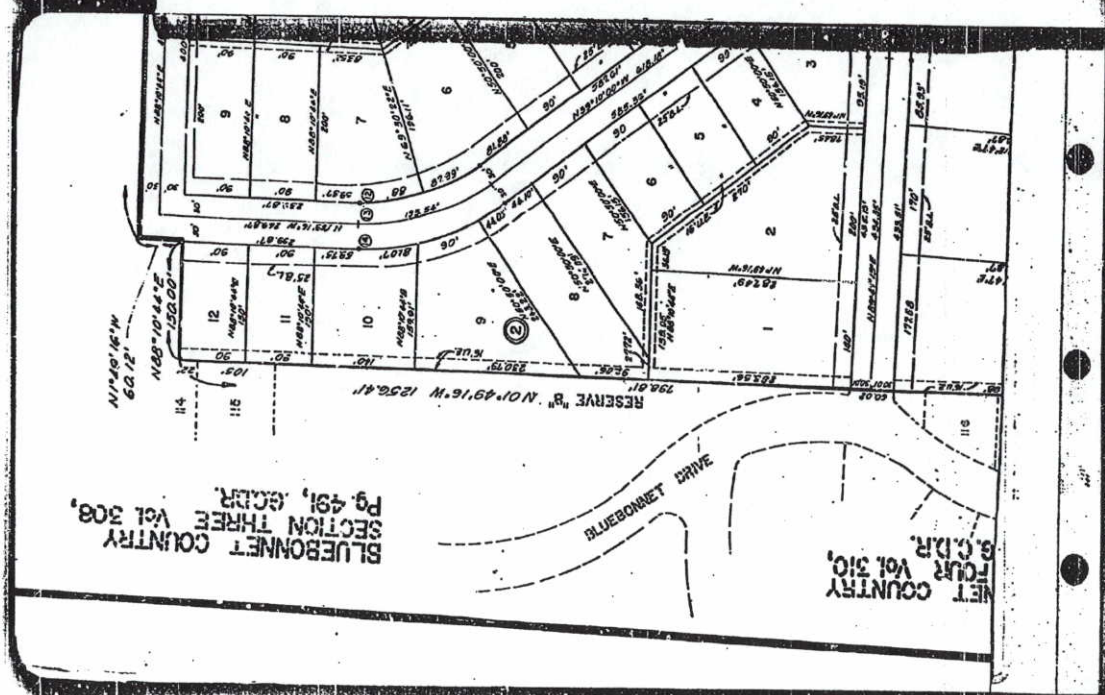
CURVE DATA				
NO	E	R	L	T
1	284°12'21"	50'	249.81'	
2	40°44'37"	328.00'	238.00'	113.15'
3	50°56'41"	328.00'	237.50'	118.04'
4	47°45'00"	325.00'	233.20'	122.25'
5	60°20'55"	270.00'	211.15'	18.90'
6	4°15'34"	270.00'	143.30'	73.42'
7	14°10'18"	300.00'	24.18'	37.89'
8	37°21'24"	300.00'	233.92'	100.48'
9	57°12'18"	300.00'	228.80'	143.75'
10	68°30'46"	300.00'	106.70'	94.81'
11	37°21'24"	270.00'	175.90'	91.25'
12	17°20'42"	300.00'	195.54'	101.59'
13	37°21'24"	300.00'	216.40'	115.56'
14	57°12'18"	250.00'	22.34'	20.15'
15	37°21'24"	250.00'	44.54'	31.01'
16	10°47'41"	250.00'	50.70'	32.13'
17	20°05'00"	300.00'	104.09'	52.69'
18	20°05'00"	300.00'	118.03'	58.94'
19	18°19'10"	270.00'	121.19'	64.39'
20	18°19'10"	270.00'	66.34'	43.54'
21	18°19'10"	300.00'	92.95'	48.30'
22	18°19'10"	330.00'	105.92'	52.12'

- NOTES:
- The land reserved dedicated to the public in the area buffer separation between the side or end of streets in subdivision shall extend with streets and not within the adjacent property is subdivided in a recorded plat, the owner shall reserve such easement between the plat's for street right of way purposes (and the plat's thereon shall extend to and cross in the dedicated, full width, easement, or access areas.)
  - Any easement shall be free clear of fences, buildings, structures, or other obstructions in the easement. If maintenance of easement is required, a suitable property shall not be permitted to obstruct the easement except by means of an approved drainage structure.
  - All side lot lines are either perpendicular or parallel to street frontage unless otherwise noted.
  - All easements are centered on lot lines unless otherwise noted.
  - "C.C." designates "Utility Easement"; "B.L." designates "Building Lines."

# BLUEBONNET COUNTRY

## Section Nine

BEING 44.2412 ACRES OF LAND  
IN THE "A" SPRINGER QUARTER

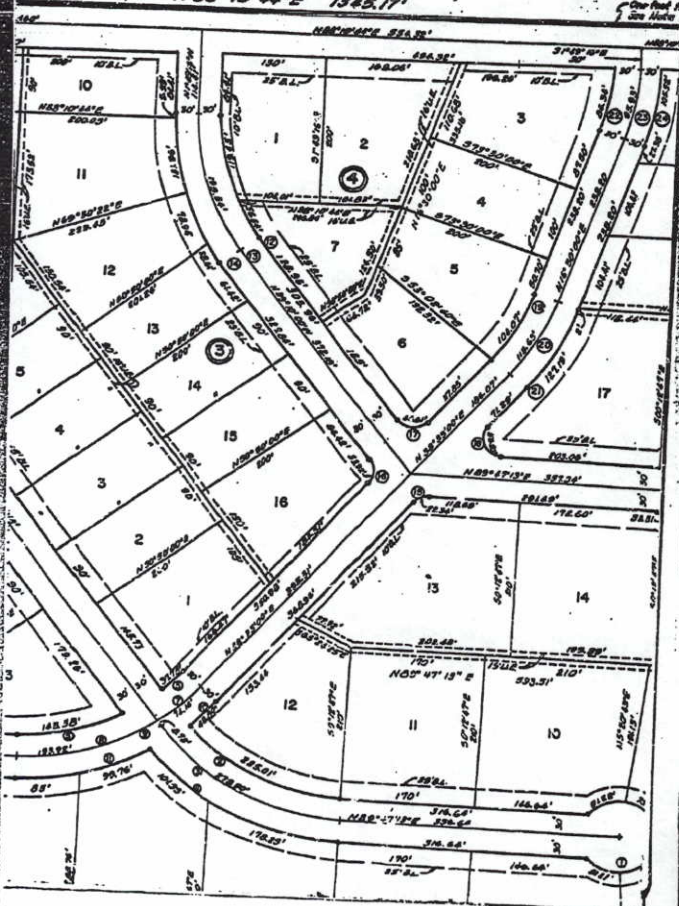


BLUEBONNET COUNTRY  
SECTION THREE Vol 308  
Pg. 491, 604R.

NET COUNTRY  
FOUR Vol 310,  
6 C.D.R.

**ACREAGE**

N 88° 10' 44" E 1345.17'



**UEBONNET COUNTRY**

*Section Nine*

BEING 44.2412 ACRES OF LAND  
IN THE A.U. SPRINGER SUR., A-405,  
GRIMES COUNTY, TEXAS

OWNER: CENTRAL INVESTMENT COMPANY  
ENGINEER: SANDER ENGINEERING CORPORATION  
BLOCKS  
SEPTEMBER 1, 1976

55 LOTS  
SCALE: 1" = 100'

legally appeared Frank H. Nelson and Maxina C. Nelson, known to me to be  
competent, and acknowledged to me that they executed the same for the  
purpose therein stated, and as the act and deed of said individuals,  
this day of September, 1976

*Walter V. Sander*  
Notary Public in and for Grimes County,  
Texas (Seal)

I, Dennis W. Sander, an engineer of the State of Texas, have platted the above subdivision  
and certify that the bearings, angle points, and points of curve are properly marked with iron  
nails as shown on the plat.

*Dennis W. Sander*  
Dennis W. Sander, Engineer  
Texas Registration No. 30647 (Seal)

This 26 day of October, 1976.

*Walter V. Sander*  
Commissioner, Precinct 2

*Walter V. Sander*

personally appeared Ralph W. Wilson, President, and J.C. Doss, Jr., Secretary, and the persons whose names are subscribed to the foregoing instrument, and for purposes and consideration therein expressed, and in the capacity therein expressed, on this day of September, 1972.

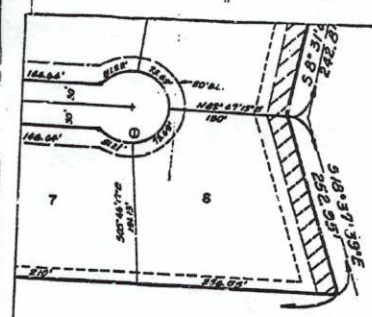
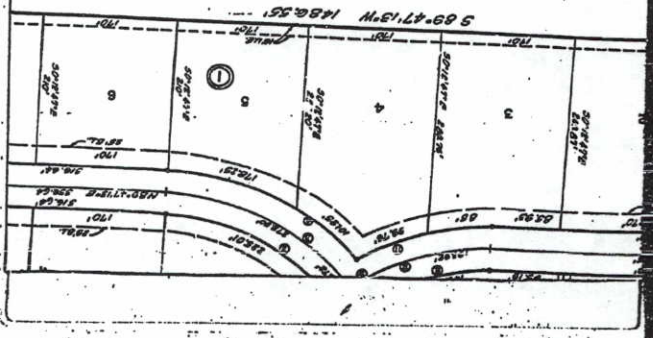
J.C. Doss, Jr., Secretary

ATTEST:

These presents to be signed by Ralph W. Wilson, President, and J.C. Doss, Jr., Secretary, on this day of September, 1972. All have a net drainage operating area of sufficient size to permit the tree to be removed. The tree shall be removed on or before the date of the first planting of one and three quarters (1-3/4) square feet (18" diameter pipe culvert).

It is the intent of the undersigned that the tree shall be removed on or before the date of the first planting of one and three quarters (1-3/4) square feet (18" diameter pipe culvert). The tree shall be removed on or before the date of the first planting of one and three quarters (1-3/4) square feet (18" diameter pipe culvert). The tree shall be removed on or before the date of the first planting of one and three quarters (1-3/4) square feet (18" diameter pipe culvert).

**ACREAGE**



**BLUEBONNET**

BEING 4  
IN THE  
GR  
OWNER: CENTRA  
ENGINEER: SANDE  
4 BLOCKS  
SEPTEMBER 1, 197

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared the persons whose names are subscribed to the foregoing instrument, and acknowledge the execution thereof for the purposes and consideration therein expressed, in the capacities therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of September, 1972.

*[Signature]*  
Notary  
Texas

This is to certify that I, Dennis W. Sander, a registered engineer of the State of Texas, have examined the foregoing instrument and the actual survey from which it was prepared, and that the same correctly represents that survey.

Dennis W. Sander  
Texas R

Approved by the Commissioners' Court of Grimes County, Texas, this 26th day of September, 1972.

*[Signature]*  
Commissioner, Precinct 1

*[Signature]*  
Commissioner, Precinct 3

*[Signature]*  
County Judge

STATE OF TEXAS  
COUNTY OF HARRIS

I, Triston Harris, Clerk of the County Court of Grimes County, Texas, do hereby certify that the foregoing instrument was duly recorded in the Public Records of Grimes County, Texas, on this day of September, 1972, in Book \_\_\_\_\_, Page \_\_\_\_\_.

Ralph W. Wilson, President

J.C. Doss, Jr., Secretary

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Ralph W. Wilson, President, and J.C. Doss, Jr., Secretary, respectively, of Central Investment Co., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23<sup>rd</sup> day of September, 1976.

Notary Public in and for Harris County, Texas (Seal)

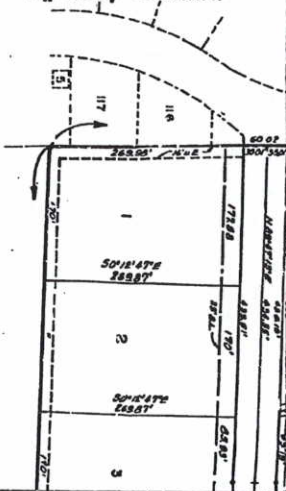
We, Frank H. Nelson, and wife, Maxine C. Nelson, owners and holders of a lien against the above described property, said lien being evidenced by an instrument of record in Volume 69, Page 160, of the Deed of Trust Records of Grimes County, Texas, do hereby in all things subordinate to said development plat and dedication said lien and we hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

Frank H. Nelson

Maxine C. Nelson

OK 341

BLUEBONNET COUNTY  
SECTION FOUR Vol. 31  
Pg. 603, G.C.D.R.



STATE OF TEXAS  
COUNTY OF HARRIS

The Ralph W. Wilson and J.C. Doss, Jr., President and Secretary respectively, of Central Investment Co., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

1. That drainage of aptic tanks into road, street, alley, or other prohibitive.  
2. That drainage structures under private driveway shall have a net flow of water without backwater, and shall be a minimum of one and three inches.  
3. That drainage structures under private driveway shall have a net flow of water without backwater, and shall be a minimum of one and three inches.  
4. That drainage structures under private driveway shall have a net flow of water without backwater, and shall be a minimum of one and three inches.

Ralph W. Wilson, President

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Ralph W. Wilson, President, and J.C. Doss, Jr., Secretary, respectively, of Central Investment Co., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23<sup>rd</sup> day of September, 1976.



Approved by the Commissioners' Court of Grimes County, Texas, this 26 day of October, 1926.

W. J. ...  
Commissioner, Precinct 1

B. J. ...  
County Judge

Walter V. ...  
Commissioner, Precinct 2

Alvin ...  
Commissioner, Precinct 3

J. ...  
Commissioner, Precinct 4

STATE OF TEXAS  
COUNTY OF HARRIS

I, Trinton Harris, Clerk of the County Court of Grimes County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on October 26, 1926, at 10:50 o'clock, P.M., said County, 1926, o'clock, M., Vol. 311, page 788, of record of Book of

WITNESS my hand and seal of office, at Anderson, the day and date last above written.

Trinton Harris  
County Clerk

Grimes County, Texas



OIL, GAS AND MINERAL LEASE No. 341 ne T39

This Lease was made this 26th day of August 1926

BETWEEN J. ... and ...

268.5 acres of land out of the James Gates Survey, N45, E21B, Grant Co., Tex., and being part of that same land as described in that certain deed dated Volume 167 Page 181 of the Deed Records of Grimes Co., Texas and being further described as follows:

- (1) 122 acres described as "TRINITY TRACT" in the above mentioned deed
- (2) 19 acres described as "SERRANO TRACT" in the above mentioned deed
- (3) 99.5 acres described as "SERRANO TRACT" in the above mentioned deed
- (4) 28 acres described as "TRINITY TRACT" in the above mentioned deed

*[Faint, mostly illegible text, likely the body of the lease agreement]*

67-69-018-01

**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 9<sup>th</sup> 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 20<sup>th</sup> 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 20<sup>th</sup> 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 26<sup>th</sup> 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 19<sup>th</sup> 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 20<sup>th</sup> 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 13<sup>th</sup> 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 4<sup>th</sup> 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 31<sup>st</sup> 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 14<sup>th</sup> 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 4<sup>th</sup> 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 20<sup>th</sup> 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 29<sup>th</sup> 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 14<sup>th</sup> 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 18<sup>th</sup> 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 5<sup>th</sup> 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 13<sup>th</sup> 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 9<sup>th</sup> 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 site 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