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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BLUEBONNET RIDGE

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF ROCKWALL §

WHEREAS, Declarant prepared the Declaration of Covenants, Conditions, and Restrictions (the "Original Declaration") dated May 15, 1985, and recorded same on May 16, 1985, in Volume 226 Page 637 of the Real Property Records of Rockwall County, Texas; and

WHEREAS, the Original Declaration was amended (the "First Amendment") on March 13, 1995, and recorded on March 16, 1995 in Volume 0990, Page 018 the Deed Records of Rockwall County, Texas; and

WHEREAS, the Original Declaration was amended (the "Second Amendment") on July 22, 1996, and recorded on August 28, 1996 in Volume 1151, Page 252 of the Deed Records of Rockwall County, Texas; and

WHEREAS, the Original Declaration was amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Bluebonnet Ridge Owners Association (the 'Third Amendment") dated November 1, 1998, and recorded on November 12, 1998 in Volume 01506 Page 00158 of the Deed Records of Rockwall County, Texas; and

WHEREAS, the Original Declaration, as amended by the First Amendment, the Second Amendment, and the Third Amendment is hereinafter referred to as the "Declaration"; and

WHEREAS, Bluebonnet Ridge Homeowners Association (the "Association") is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly on Exhibit A hereto; and

WHEREAS, pursuant to Article Seven, Section 7.03 of the Declaration, the Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90% (by number and not by lot size) of the Lot Owners, and during any succeeding ten (10) year period, the Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 75% (by number and not by lot size) of the Lot Owners; and

WHEREAS, pursuant to Section 209.0041 of the Texas Property Code, a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association, in addition to any governmental approval required by law; and

WHEREAS, at a meeting of the Lot Owners held on April 19, 2015, more than sixty seven percent (67%) of the Lot Owners voted to amend and restate the Declaration as follows.

NOW, THEREFORE, the Declaration is hereby amended and replaced in its entirety with the following provisions, and the same is to be known as the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bluebonnet Ridge.

ARTICLE ONE
DEFINITIONS

The terms in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.01 "Assessments" shall refer to assessments levied on all Lots subject to assessment under Article Five to fund Association expenses for the general benefit of all Lots, as more particularly described in Article Five.

1.02 "Association" shall refer to Bluebonnet Ridge Homeowners Association.

1.03 "Board of Directors" or "Board" shall be the body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Texas corporate law.

1.04 "By-Laws" shall refer to the By-Laws of Bluebonnet Ridge Homeowners Association, as they may be amended from time to time.

1.05 "Common Area" shall mean all real and personal property which the Association now or hereafter owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, and shall also include the Greenbelt as defined below.

1.06 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Owners.

1.07 "Declarant" shall mean and refer to LOWELL ENGLISH, Trustee, his successors and assigns, if such successors shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

1.08 "Greenbelt" shall mean and refer to the area shown as "Greenbelt Area for Recreational Use" as shown on the map and plat of the Properties.

1.09 "Improved Lot" shall mean a Lot upon which any building has been built. However, any Lot which as of January 1, 2015 only has a non-residential building on it shall be deemed an Unimproved Lot for purposes of the Computation of Assessments under Section 5.02 until such time as title to such Lot in transferred to another party or a residential building is built thereon.

1.10 "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Cabinet B, Slide 150-155, of the map and plat records of Rockwall County, Texas, on which there is or could be built a single family dwelling. The term "Lot" shall not include any Common Area nor any other reserves shown on said map or plat, nor shall it include Lot 61 as shown on said map or plat, except as specifically referred to in Article Eight hereof.

1.11 "Member" shall refer to a Person entitled to membership in the Association.

1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot but excluding those having such interest merely as security for the performance of an obligation.

1.13 "Person" shall mean a natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.14 "Properties" shall mean and refer to that certain real property described on Exhibit A attached hereto, and improvements thereon, but shall not include Lot 61 as shown on the map and plat of said property recorded in Cabinet B, Slide 150-155, of the map and plat records of Rockwall County, Texas.

1.15 "Unimproved Lot" shall mean any Lot other than an Improved Lot.

ARTICLE TWO
ARCHITECTURAL CONTROL

2.01 ARCHITECTURAL CONTROL COMMITTEE. The Board may designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which committee shall serve at the pleasure of the Board. If no Architectural Control Committee is appointed, then the Board shall serve as the Architectural Control Committee. All matters required herein to be approved by the Architectural Control Committee must be approved by a majority of the members of such committee except that the Architectural Control Committee may appoint by unanimous vote a representative (the "Representative") to exercise all the powers and authority herein vested in the Architectural Control Committee on the Architectural Control Committee's behalf. The members of the Architectural Control Committee and the Representative shall serve without compensation and shall never be held liable for any act taken pursuant to these covenants or failure to act pursuant to these covenants other than willful misconduct, fraud or gross negligence.

2.02 APPROVAL OF PLANS AND SPECIFICATIONS. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography. All buildings shall be constructed by a professional contractor. The exterior of all buildings shall be

completed within 200 days of the commencement of construction. Driveways, approaches and parking areas shall be constructed in accordance with the plans, specifications and site plans approved in writing by the Architectural Control Committee. Any plans and/or specifications rejected by the Architectural Control Committee shall be promptly returned with written reasons for rejection.

2.03 FAILURE OF COMMITTEE TO ACT. In the event that any plan or specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by such committee shall not be required, and full compliance with this Article shall be deemed to have been had.

2.04 NO WAIVER OF FUTURE APPROVALS. The approval by the Architectural Control Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters subsequently or additionally submitted for approval or consent.

2.05 VARIANCE. The Architectural Control Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the restrictions set forth in this Declaration; or (c) stop the Architectural Control Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship requiring a variance.

2.06 LIMITATION OF LIABILITY. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Architectural Control Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, appropriateness or effectiveness of drainage or compliance with any master drainage plan, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Architectural Control Committee, any committee, nor member of any of the foregoing shall be responsible for or held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot or for the performance or non-performance of any of the provisions of this Article.

2.07 ENFORCEMENT. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Architectural Control Committee, the Association or the Declarant, Owners shall, at their own cost and expense, remove such construction, alteration, or other work or bring it into compliance. Should an Owner fail to remove or correct as required hereunder, the Board or its designees shall have the right to levy a fine against the Owner and/or enter the property, remove or cure the

violation. All costs (including, without limitation, attorneys fees), together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Lot and collected as a Special Assessment pursuant to Article Five, Section 5.03 hereof.

In addition to the foregoing, the Architectural Control Committee, the Association and/or Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Architectural Control Committee.

ARTICLE THREE
EXTERIOR MAINTENANCE

3.01 In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Association shall have the right, through its Board, agents and employees to either 1) 1) levy a fine(s) against the Owner of said Lot, 2) pursue any other action permissible under state law, or 3) only in extreme situations, such as endangerment on Improved Lots or extremely unsightly conditions on Unimproved Lots, and then only with engagement of legal counsel enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner,.

ARTICLE FOUR
USE RESTRICTIONS

4.01 TYPE OF BUILDINGS PERMITTED. All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, a private garage, workshop, etc, and/or a barn or stable. Each structure erected, altered, placed or permitted to remain on any Lot shall be of at least 70% brick, stone veneer, approved wood, or approved metal (the latter on residential building only) or stucco construction. No structure shall exceed two stories in height, nor shall any underground or geodesic dwellings be permitted. The Owner of each Lot shall, at his own expense, be responsible for connections to water and electric power sources supplied to the subdivision. Unless connected by a sewer or wastewater line to a sewerage treatment facility, each habitable structure on the premises shall be equipped with sanitary plumbing and toilet facilities connected to a septic system of sufficient size and capacity to meet all requirements, laws and ordinances of any governmental or quasi-governmental entity having jurisdiction. All such sanitary facilities must be approved by the Architectural Control Committee. Subject to the approval of the Architectural Control Committee, radio, television, or microwave towers or antennae of not more than one per Lot may be installed except as otherwise permitted by Federal Communication Commission regulations.

4.02 MINIMUM FLOOR AREA AND EXTERIOR WALLS. Any single story residence constructed on said Lots must have a ground floor area of not less than 2500 square feet of air-conditioned living area, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any two story residence must have not less than 3000 square feet of air-conditioned living area, exclusive of open or screened porches, terraces, patios,

driveways, carports, and garages. The Architectural Control Committee may grant exceptions to the provisions of this section, provided, however, that in no event shall any single story residence contain less than 1800 square feet of air-conditioned ground floor living area, exclusive of open or screened porches, terraces, patios, driveways, carports and garages.

4.03 SETBACKS. No building shall be located on any Lot nearer than 50 feet to any road. No building shall be located less than 30 feet from any side boundary of any Lot. For the purpose of this covenant, eves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of paragraph 4.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

4.04 RESUBDIVISION OR CONSOLIDATION. Any Lot may be subdivided, provided that the resulting subdivision shall not 1) create a tract of less than 5.0 acres, 2) result in a tract having a lot line of less than 200 feet adjacent to all adjacent roads, or 3) result in a violation of any setbacks, build size limitations, or other restrictions contained within this Declaration.

4.05 EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement. Any and all culverts installed where a Lot joins a public roadway shall be of at least 12 inches in diameter. Easements for the use of the Greenbelt area for recreational purposes are reserved as shown on the recorded plat.

4.06 NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED. No noxious or offensive activity shall be carried out upon any Lot or any part of the Greenbelt, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This applies to Owners and their guests.

4.07 PROHIBITED RESIDENTIAL USES. No use of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a Lot and remodeling or converting same into a dwelling house.

4.08 SIGNS. No signs of any character shall be allowed on any Lot except for 1) one sign of not more than five square feet advertising the property for sale or rent, and 2) no more than two (2) school spirit or activity signs at one time and of not more than five square feet per sign; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period to construct and maintain such facilities as may be reasonably

necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model Lots.

4.09 OIL AND GAS DEVELOPMENT PROHIBITED. No oil or gas well drilling, oil or gas development operations, oil or gas refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

4.10 RUBBISH, TRASH AND GARBAGE. No Lot or Common Area shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

4.11 UNSIGHTLY OR UNKEMPT CONDITIONS. All portions of a Lot outside of enclosed structures shall be kept in a clean and tidy condition at all times including maintaining landscaping, pastures, and yards thereon in a healthy state, mowed, pruned and otherwise attractively maintained. All improvements on a Lot shall be maintained in good repair and attractively maintained. Nothing shall be done, maintained, stored, or kept outside of enclosed structures on a Lot which, in the determination of the Board, causes an unclean, unhealthy, or untidy condition to exist or is obnoxious to the senses.

4.12 ANIMALS. Each Lot owner may keep and maintain on his Lot not more than one head of livestock (cattle or horses or other equine) for each acre or part thereof, contained in his Lot. No other animals, reptiles, livestock or poultry of any kind with the exception of ducks, geese, and up to four (4) hens (roosters are not allowed), shall be raised, bred or kept on any Lot without Board approval except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. All dogs, cattle, horses, other equine, and hens must be contained on the Owner's Lot. All hens must be kept in a full enclosure, including a roof, from at least 30 minutes after sundown to sunup.

4.13 TRUCKS, BUSES AND TRAILERS. No truck, bus or trailer shall be left parked in the street in front of or adjacent to any Lot or within the front setback line, for longer than 24 consecutive hours, except for construction and repair equipment in the immediate vicinity while a residence or residences are being built or repaired.

4.14 SHRUBBERY, FENCES OR OTHER OBSTRUCTIONS ON EASEMENT. There shall be no shrubbery, fences or other obstructions placed in any dedicated easement or alleyway, and full right of ingress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstructions that may be placed in such easements that would constitute interference with the use, maintenance, operation or installation of such utility, or enjoyment of the easement or alleyway.

4.15 POOLS. No above-ground swimming pools shall be erected, constructed or installed on any Lot. Jacuzzis, whirlpools, or spas approved by the Architectural Control Committee shall not be considered an above-ground pool for the purposes of this Section.

4.16 TENTS, MOBILE HOMES, AND TEMPORARY STRUCTURES. Except as may be permitted by the Board or the Architectural Control Committee, no tent, shack, mobile home, storage shed or structure of a temporary nature shall be placed upon a Lot or any part of the Properties without prior approval pursuant to this Article, except that party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

4.17 BUSINESS USE. No business, trade, garage sale, moving sale, rummage sale, or similar activity may be conducted on or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

4.18 PROHIBITED ACTIVITIES. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot. No garage or barn apartment shall be used for rental income unless used for relatives of the Owner of the Lot.

ARTICLE FIVE
ASSESSMENTS

5.01 MAINTENANCE/ASSESSMENT CHARGE; LIEN TO ENFORCE. The Association, through its Board, may from time to time impose upon the Owners of the Lots within Bluebonnet Ridge an annual maintenance assessment charge (the "Maintenance Charge" or "Assessment") to be applied toward the cost of construction, maintenance, repair and operation of the Greenbelt areas set aside by easement designated upon the recorded plat thereof, and also includes, but is not limited to, expenses related to the safety, health, beautification and other aesthetic purposes, lighting, improving and maintaining streets and other public areas and Common Area, disposal of garbage and refuse, the hiring of security personnel, maintenance pursuant to Article Three hereof or any other purpose the Board shall, in the exercise of its good

faith discretion, deem of general benefit or use to the Owners and occupants of all Lots. The good faith judgment of the Board as to any expenditure of such funds shall be final and conclusive. The initial annual charge, effective no sooner than January 1, 1985, as to each Lot Owner shall not exceed $20.00 per acre or part thereof, of said Owners Lot. Further, the annual assessment as of January 1, 2015 shall be $660 for Improved Lots and $396 for Unimproved Lots. By majority vote, the Board may increase the amount of such charges from time to time, provided, however, that the charges may not be increased by more than 10% over the last charge imposed within any 12 month period except by written or electronic consent of at least 75% (by number and not by lot size) of the Lot Owners. Such written consent by 75% of the Lot Owners shall be binding upon all Lot Owners, their successor and assigns. All such charges shall be paid to the Board in Rockwall County, Texas. The obligation to pay any annual Maintenance Charge so imposed and the obligation to reimburse the Board pursuant to Article Three hereof shall constitute a purchase money obligation secured by a lien upon each Lot subject thereto and shall be due and payable either at such times as determined by the Board or quarterly on the 1st day of each calendar quarter, in advance and in equal amounts, and shall continue for so long as these covenants shall be effective unless reduced or sooner terminated by the Board by written instrument filed for record in the Deed Records of Rockwall County, Texas. Any annual Maintenance Charge, Special Assessment, or amount due as reimbursement to the Board pursuant to Article Two Section 2.07 or Article Three hereof which is not paid when due shall thereafter become delinquent and shall bear interest and fees at either 1) the highest rate allowed by law from the date it becomes due, or 2) pursuant to a collection policy should one be approved by the Owners. In the event that the Board refers a delinquent claim hereunder to an attorney for collection, there shall be added to the amount due all reasonable expenses of collection, including reasonable fees from attorneys, collection agencies, and management companies.

5.02 COMPUTATION OF ASSESSMENTS. The Assessment may be levied in an amount equally against all Improved Lots and in a lower amount equally against all Unimproved Lots.

5.03 SPECIAL ASSESSMENTS. In addition to other assessments authorized hereunder, the Board may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessment may be levied against all Owners, if such Special Assessment is for Association expenses. Any Special Assessment shall have the affirmative vote of Owners representing at least seventy-five percent (75%) of those Owners present, in person, by proxy, by absentee ballot, or by electronic ballot at an Owners meeting, or, in the absence of a meeting, seventy-five percent (75%) of all Owners. Special Assessments shall be payable in such manner and at such times as determined by the Owners as pat of the Special Assessment vote, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

All liens securing any Maintenance Charge or Special Assessment and the amount advanced by the Association pursuant to Article Two Section 2.07 or Article Three hereof shall be and are hereby made subordinate to any lien now or hereafter placed upon any Lot for the purpose of securing indebtedness incurred to purchase or improve such property.

ARTICLE SIX
HOMEOWNERS ASSOCIATION – NOT USED

ARTICLE SEVEN
GENERAL PROVISIONS

7.01 ENFORCEMENT. The Association, Architectural Control Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of any subsequent violation of the same or other covenants or restrictions.

7.02 SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

7.03 DURATION AND AMENDMENT. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association, Architectural Control Committee, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended by a vote of sixty-seven percent (67%) (by number and not by lot size) of the Lot Owners, in addition to any governmental approval required by law. No amendment shall be effective until recorded in the Deed Records of Rockwall County, Texas,

7.04 SPECIAL PROVISION RELATED TO COMMON AREA. The use of the Common Area for any activities, recreational or otherwise, is hereby expressly limited as provided in the rules and regulations of the Association, and such limitations shall be subject to enforcement and the assessment of fines, penalties and Special Assessments resulting therefrom in accordance with this Declaration. **Each Owner is deemed to covenant and agree to indemnify and hold harmless the Architectural Control Committee, the Association, Declarant, and other Owners from and against any and all claims, demands, lawsuits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, liabilities and losses of any nature whatsoever incurred, suffered or sustained by the Architectural Control Committee, the Association, Declarant, and other Owners arising out of or in any way caused by, connected with or resulting from actions or activities pursued or conducted in violation of such limitations or the applicable rules and regulations by such Owner, the occupants of such Owner's Lot, or such Owner's agents, guests or invitees.**

ARTICLE EIGHT
COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO LOT 61

8.01 APPLICATION. The foregoing covenants, conditions and restrictions shall not apply to that certain tract designated as Lot 61 on the map and plat above described, except as specifically stated in this Article Eight.

8.02 COMMERCIAL USE OF LOT 61. The tract or lot designated as Lot 61 on the map and plat above described may be used for the commercial operation of a stable or stables, providing for the care, feeding and watering of horses for profit. The owner of said Lot 61 may erect such buildings as deemed necessary and proper for such purposes, subject to the provisions of Section 8.03.

8.03 RESTRICTIONS. The provisions of Article Four, Sections 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, and all of Article Seven shall apply to Lot 61.

8.04 ABANDONMENT FOR COMMERCIAL PURPOSES. In the event Lot 61 ceases to be used for commercial purposes as specified herein for a period of more than 12 consecutive months, all the provisions of this Declaration shall thereafter be applicable to Lot 61. Declarant may also, at his sole option, by written instrument filed in the Deed Records of Rockwall County, Texas declare Lot 61 to be thereafter designated a residential lot on where there is or will be built a single family dwelling, and upon filing thereof all the provisions of this Declaration shall apply to Lot 61.

ARTICLE NINE
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

9.01 MEMBERSHIP. Every Owner shall be a Member of the Association. There shall be only one membership per Lot; if a Lot is owned by more than one Person, all co-Owners shall share the privileges of membership, subject to reasonable Board regulation and the restrictions on voting set forth in this Article and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights and privileges of an Owner who is a natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

9.02 A sole Owner or a group of Owners of a Lot shall be entitled to one equal vote for each Lot in which they collectively hold the interest required for membership under Section 9.01 hereof. If a Lot is owned by one Owner, then such Owner as a Member shall be entitled to cast the vote for that individual Lot. If a Lot is jointly owned by more than one Owner, then the Owners as Members shall be entitled to cast a single collective vote for such Lot, so that there shall be only one vote per Lot cast in any Association vote. Unless otherwise specified in this Declaration or the By-Laws, the vote for each Lot shall be exercised by a Member.

ARTICLE TEN
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

10.01 COMMON AREA. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, consistent with this Declaration and the Community-Wide Standard.

10.02 RULES, REGULATIONS, AND POLICIES. The Association by affirmative vote of the Owners representing a majority of those present, in person, by proxy, by absentee ballot, or by electronic ballot at an Owners meeting, or in the absence of a meeting, fifty-one percent (51%) of all Owners, may make and authorize the Board to enforce reasonable rules, regulations, and policies governing the use and appearance of the Properties, in addition to, further defining, or limiting the rights, covenants and restrictions set forth in this Declaration. Such rules, regulations, and policies shall be binding upon all Owners, occupants, invitees, and licensees, if any, until and unless overruled, canceled, or modified in a regular or special meeting of the Association by the vote of Members representing a majority of the total votes in the Association.

10.03 INDEMNIFICATION. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been on officer, director, or committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as an Association expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

10.4 SECURITY. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO

PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CAN NOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, AND ANY SUCCESSORS DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTIES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS RESULTING FROM ACTS OF THIRD PARTIES.

ARTICLE ELEVEN
INSURANCE

11.01 ASSOCIATION INSURANCE. The Association, acting through its Board of Directors or its duly authorized agent, shall have the authority to obtain a public liability policy covering the Common Area, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, its employees, agents, or contractors while acting on behalf of the Association. If reasonably available, the public liability policy shall have a least a One Million ($1,000,000.00) Dollar combined single limit as respects bodily injury and property damage, and at least a Two Million ($2,000,000.00) Dollar limit per occurrence and in the aggregate.

In addition to other insurance required by this Section, the Association shall obtain directors' and officers' liability coverage, if reasonably available.

Signed this 28 day of MAY, 2015

Bluebonnet Ridge Homeowners Association, Inc.

By: _____

Jim Adcox
President

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF ROCKWALL §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES H. ADCOX, PRESIDENT of Bluebonnet Ridge Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28 day of May, 2015.

JENNIFER ANN OLIVAREZ
Notary Public, State of Texas
My Commission Expires
November 21, 2015

Notary Public, State of Texas

11/21/15
My Commission Expires

EXHIBIT A

BEING a tract of land in the King Latham Survey. Abstract No. 133, Rockwall County, Tex. and being part of a 379.59 acre tract of land conveyed to Marvin C. Nichols and wife, Ethel N. Nichols by deed recorded in Volume 38, Page 196, a 19.72 acre tract of land conveyed to Marvin C . Nichols and wife, Ethel N. Nichols by deed recorded in Volume 68, Page 445 and a 139.63 acre tract of land conveyed to Marvin C.Nichols and wife, Ethel N. Nichols by deed recorded in Volume 42, Page 459, all deeds recorded in Deed records of Rockwall County, and this tract being more particularly described as follows:

Beginning at an iron pipe found for a corner at the Southeast corner of said 379.59 acre tract, said corner being on the center line of F.M. Road 548 extended Northeasterly;
THENCE south 44 deg. 38 min. 06 sec. West with the Southeast line of said 379.59 acre tract 360.78 feet to an iron rod set for a corner on the Northwest line of F .M. Road 548, (80Foot R.O.W.) said corner being on a nontangent curve to the left having a central angle of 20 deg. 48 min. 03 sec., a radius of 613.69 feet, and a chord bearing of South 55 *deg.* 02 min. 08 sec. West;
THENCE in a Southwesterly direction with the Northwest line of F.M. Road 548 and with said curve 222.80 feet to an iron rod set for a corner and the point of tangency of said curve;
THENCE South 44 deg. 38 min. 06 sec. West with the Northwest line of F . M. Road 548 a distance of 3978.22 feet to an iron rod set for a corner;
THENCE North 45 deg. 13 min. 04 sec, West 2084.75 feet to an iron rod set for a corner in a fence;
THENCE South 45 deg. 31 min. 40 sec. West with a fence 618.50 feet to an iron rod set for a corner;
THENCE North 45 deg. 10 min. 20 sec. West 2890.68 feet to an iron rod set for a corner;
THENCE North 34 deg. 34 min. 40 sec. East with a fence 1179.00 feet to an iron rod set for a corner;
THENCE North 59 deg. 59 min. 59 sec. East 3584.25 feet to an iron rod set for a corner;
THENCE South 38 deg. 47 min. 46 sec. East 122.99 feet to an iron rod set for a corner;
THENCE North 58 deg. 42 min. 18 sec. East 306.00 feet to an iron rod set for a corner;
THENCE North 12 deg. 57 min. 18 sec. East 90.00 feet to an iron rod set for a corner;
THENCE North 43 deg. 42 min, 18 sec. East 189.00 feet to an iron rod set for a corner in a public road;
THENCE South 45 deg. 17 min. 42 sec. East with said public road 4135.00 feet to the Point of Beginning and containing a computed area of 532.57 acres of land.

Said property having been plated as Bluebonnet Ridge, an addition to the County of Rockwall according to the recorded plat thereof of record in Cabinet B, Slide 150-155 of the Plat Records of Rockwall County, Texas.

Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
05/28/2015 12:37:41 PM
$82.00
20150000007564