

**WARRANTY DEED WITH VENDOR'S LIEN**

THE STATE OF TEXAS

45079

} KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ROCKWALL

That WE, ROBERT L. NICHOLS and wife, FRANCES HARDISON NICHOLS AND JAMES R. NICHOLS  
and wife, BILLIE S. NICHOLS, ROBERT L. NICHOLS and JAMES R. NICHOLS being Indi-  
vidually and as Co-Executors of the estates of Ethel N. Nichols and Marvin C. Nichols.  
of the County of Tarrant and State of Texas for and in

consideration of the sum of TEN AND NO/100 (\$10.00) -----

----- DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which  
is hereby acknowledged, and the further consideration of the execution and delivery by grantee of  
his one certain promissory note of even date herewith in the original principal sum of  
SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) payable to the order of  
grantors under the terms therein specified and bearing interest as therein provided,  
containing clauses for acceleration of maturity and for attorney's fees,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed  
of trust of even date herewith to RAYMOND B. CAMERON Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

LOWELL D. ENGLISH, TRUSTEE

of the County of Dallas and State of Texas, all of the following described real  
property in Rockwall County, Texas, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN FOR REFERENCE FOR ANY AND ALL  
PURPOSES.

WRL 102 PAGE 635

SAVE AND EXCEPT there is hereby reserved unto FRANCES HARDISON NICHOLS, her heirs and assigns, an undivided 1/8 interest in the oil, gas and other minerals in and under and that may be produced from the above property. THIS CONVEYANCE IS MADE and accepted subject to the following restriction: No mobile homes or trailers shall be permanently affixed to any part of the property herein described, including any portion partially released under the terms of the Deed of Trust securing the above described note, until such time as the above described note is paid in full. THIS CONVEYANCE IS MADE and accepted subject to any and all mineral leases, mineral reservations, restrictions, covenants, conditions, and easements shown of record relating to the herein described real property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, his heirs and assigns forever; and we do hereby bind ourselves and our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 13th day of

October, A. D. 1983

Frances Hardison Nichols  
FRANCES HARDISON NICHOLS

Robert L. Nichols  
ROBERT L. NICHOLS, Individually & Co-executor of the estates of Ethel N. Nichols and Marvin C. Nichols

Billie S. Nichols  
BILLIE S. NICHOLS

James R. Nichols  
JAMES R. NICHOLS, Individually and Co-Executor of the estates of Ethel N. Nichols and Marvin C. Nichols

## EXHIBIT A

BEING a tract of land in the King Latham Survey, Abstract No. 133, Rockwall County, Texas 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, (80 Foot 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.

Mailing address of each grantee:

Name: Lovell D. English, Trustee  
Address: 6511 Hillcrest  
Dallas, Texas 75205

Name:  
Address:

(Acknowledgment)

STATE OF TEXAS }  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 12th day of October, 1983, by ROBERT NICHOLS, Individually & Co-executor of the estates of Ethel N. Nichols and Frances Hardison Nichols, and wife, FRANCES HARDISON NICHOLS.

My commission expires: \_\_\_\_\_

*Mary M. Granger*  
Notary Public, State of Texas  
Notary's printed name:



(Acknowledgment)

STATE OF TEXAS }  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 12th day of October, 1983, by JAMES R. NICHOLS, Individually & Co-executor of the estates of Ethel N. Nichols and Mary Nichols, and wife, BILLIE S. NICHOLS.

My commission expires: \_\_\_\_\_

*Mary M. Granger*  
Notary Public, State of Texas  
Notary's printed name:



(Acknowledgment)

STATE OF TEXAS }  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Public, State of Texas  
Notary's printed name:

(Corporate Acknowledgment)

STATE OF TEXAS }  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires: \_\_\_\_\_

Notary Public, State of Texas  
Notary's printed name:

AFTER RECORDING RETURN TO:  
GRANTEE  
address above

PREPARED IN THE LAW OFFICE OF:  
JAMES D. CONWAY  
ATTORNEY AT LAW  
P. O. BOX 727  
DALLAS, TEXAS 75202

FILED FOR RECORD 19th DAY OF October, A.D., 1983, at \_\_\_\_\_ M.  
RECORDED 30th DAY OF October A.D., 1983.  
JUNE HIMPEE, COUNTY CLERK, ROCKWALL COUNTY, TEXAS.  
BY: Sherry Harrell, DEPUTY.

### WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS  
COUNTY OF ROCKWALL

45134

} KNOW ALL MEN BY THESE PRESENTS:

That WE, ROBERT L. NICHOLS and wife, FRANCES HARDISON NICHOLS AND JAMES R. NICHOLS and wife, BILLIE S. NICHOLS, ROBERT L. NICHOLS and JAMES R. NICHOLS being Individually and as Co-Executors of the estates of Ethel N. Nichols and Marvin C. Nichols. of the County of Tarrant and State of Texas for and in

consideration of the sum of TEN AND NO/100 (\$10.00) ----- DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of his one certain promissory note of even date herewith in the original principal sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) payable to the order of grantors under the terms therein specified and bearing interest as therein provided, containing clauses for acceleration of maturity and for attorney's fees,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to RAYMOND B. CAMERON Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

LOWELL D. ENGLISH, TRUSTEE

of the County of Dallas and State of Texas, all of the following described real property in Rockwall County, Texas, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN FOR REFERENCE FOR ANY AND ALL PURPOSES.

SAVE AND EXCEPT there is hereby reserved unto FRANCES HARDISON NICHOLS, her heirs and assigns, an undivided 1/3 interest in the oil, gas and other minerals in and under and that may be produced from the above property. THIS CONVEYANCE IS MADE and accepted subject to the following restriction: No mobile homes or trailers shall be permanently affixed to any part of the property herein described, including any portion partially released under the terms of the Deed of Trust securing the above described note, until such time as the above described note is paid in full. THIS CONVEYANCE IS MADE and accepted subject to any and all mineral leases, mineral reservations, restrictions, covenants, conditions, and easements shown of record relating to the herein described real property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee . his heirs and assigns forever; and we do hereby bind ourselves and our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under us, but not otherwise.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 13th day of

October, A. D. 1983

*Frances Hardison Nichols*  
FRANCES HARDISON NICHOLS

*Billie S. Nichols*  
BILLIE S. NICHOLS

*Robert L. Nichols*  
ROBERT L. NICHOLS, Individually & Co-executor of the estates of Ethel N. Nichols and Marvin C. Nichols  
*James R. Nichols*  
JAMES R. NICHOLS, Individually and Co-Executor of the estates of Ethel N. Nichols and Marvin C. Nichols

Mailing address of each grantee:

Name: Lowell D. English, Trustee  
Address: 6511 Hillcrest  
Dallas, Texas 75205

Name:  
Address:

(Acknowledgment)

STATE OF TEXAS }  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 12th day of October, 1983, by ROBERT L. NICHOLS, Individually & Co-executor of the estates of Ethel N. Nichols and Marvin C. Nichols, and wife, FRANCES HARDISON NICHOLS.

My commission expires:

9-30-1984  
Mary M. Granger  
Notary Public, State of Texas  
Notary's printed name:

(Acknowledgment)

STATE OF TEXAS }  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 12th day of October, 1983, by JAMES R. NICHOLS, Individually & Co-executor of the estates of Ethel N. Nichols and Marvin C. Nichols, and wife, BILLIE S. NICHOLS.

My commission expires:

9-30-1984  
Mary M. Granger  
Notary Public, State of Texas  
Notary's printed name:

(Acknowledgment)

STATE OF TEXAS }  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

My commission expires:

Notary Public, State of Texas  
Notary's printed name:

(Corporate Acknowledgment)

STATE OF TEXAS }  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:

Notary Public, State of Texas  
Notary's printed name:

AFTER RECORDING RETURN TO:  
GRANTEE  
address above

PREPARED IN THE LAW OFFICE OF:  
JAMES D. CONWAY  
ATTORNEY AT LAW  
P. O. BOX 727  
Kochville, TX 75087

## EXHIBIT A

Two Lots, tracts or parcels of land situated in Rockwall County, Texas, both being parts of the King Latham League and Labor Survey and described as follows to-wit:

FIRST TRACT: Beginning at the South corner of the W.T. Palmer 320 acre tract of land;  
 THENCE North 45 deg. East 1227 feet to stake for corner;  
 THENCE South 45 deg. East 361 feet to an iron stake for corner;  
 THENCE North 45 deg. East 1281 feet, with fence, to bois 'Darc stake for corner;  
 THENCE North 23 deg. West 350 feet for corner;  
 THENCE North 37] deg. West 428 feet;  
 THENCE North 4 deg. West 175 feet;  
 THENCE North 13] West 351 feet; corner in hedge;  
 THENCE South 59] deg. West 3115 feet to corner;  
 THENCE South 45 deg. East 1665 feet to the place of beginning and containing 94.55 acres of land.  
 SECOND TRACT: Beginning at the South corner of the aforesaid W.T. Palmer 320 acre tract of land;  
 THENCE North 45 deg. West 1665 feet to corner at the West corner of Tract One above described;  
 THENCE South 45 West 1179 feet to corner from which a Bois 'Darc tree 4 inches in diameter, brs. North 50 West 23 feet;  
 THENCE South 45 deg. East 1665 feet to corner;  
 THENCE North 45 deg. East 1179 feet to the place of beginning, containing 45.08 acres of land; the two tracts hereinabove described containing an aggregate of 139.63 acres of land

All that certain lot, tract, or parcel of land situated in Rockwall County, Texas, and being a part of the King Latham League and Labor Survey described as follows:

BEGINNING in the intersection of two roads on the northeast line of said Survey, which beginning point is also the north corner of a 246 acre tract in said survey deeded to J.L. Kelley by Robert L. Warren et al by deed recorded in Volume 11, Page 70 of the Rockwall County Deed Records.  
 THENCE South 45 deg. West with the middle of lane and along the northwest side of said 246 acre tract 4558 feet to a stake for corner which is also the west corner of said 246 acre tract;  
 THENCE North 45 deg. West along a ditch 3523 feet to a stake in old fence line for corner;  
 THENCE North 45 deg. East with old fence line and a road 1781 feet to corner an iron pipe driven in bermuda sod, for which the South corner of porch of the old Willis Howell house bears about North 20 deg. East 63 feet;  
 THENCE South 45 deg. East 362 feet to corner, an iron pipe driven in road about 11] feet South 45 deg. West from large post set in the end of fence;  
 THENCE North 45 deg. East with fence 1284 feet to corner, a stake at corner of fence;  
 THENCE North 23] deg. West 394 feet with old fence line and level embankment to angle in said embankment, corner;  
 THENCE North 39] deg. West with said embankment 443 feet to a bois d'arc stump growing in side of same, corner;  
 THENCE North 5 deg. East 97 feet to fence line, corner;  
 THENCE North 12 3/4 deg. with fence 426 feet to corner of fence at South end of hedge, corner;  
 THENCE North 9] deg. East with hedge 203 feet to corner of fence at end of hedge corner;  
 THENCE North 57 3/4 deg. East with fence 257 feet to corner of fence, corner;  
 THENCE South 66 deg. East with fence 144 feet to corner of fence, corner;  
 THENCE South 38 deg. East with fence 171 feet to corner of fence, corner;  
 THENCE North 59 deg. East with fence 306 feet to corner of fence, corner;  
 THENCE North 13] deg. East with fence 90 feet to corner of fence, corner;  
 THENCE North 44 deg. East with fence 189 feet to corner in road, and on the Northeast line of said King Latham Survey;



THENCE South 45 deg. East with middle of road 4135 feet to the place of beginning, containing 379.59 acres of land by actual measurement and being the same land conveyed to I.L. Brin and B.S. Roberst by J.L. Kelley and wife, Alice Kelley on December 29th, 1919 by deed recorded in Volume 21, Page 271 of the Rockwall County Deed Records.

All that certain lot, tract or parcel of land located in the King Latham League & Labor Survey, Rockwall County, Texas, being 19.719 acres out of a 32[ acre tract in the name of T.A. Lewis, recorded as the First Tract of a 64] acre tract conveyed by Jim McMurry to T.A. Lewis of record in Volume 24, Page 598 of the Deed Records of Rockwall County, Texas, described as follows:

BEGINNING at a stake in the North corner of said 32[ acre tract, said point being also the West corner of a tract of land deeded to Marvin C. Nichols and wife, Ethel N. Nichols, by Ben S. Roberts and Dr. James R. Nichols

THENCE South 44 deg. 35 min. East 1388.8 feet with the Northeast line of said 32[ acre tract and the Southwest line of said Nichols tract to an iron pin for corner;

THENCE South 45 deg. 0 min. West 618.5 feet with the Southeast line of said 32[ acre tract to an iron pin for a corner;

THENCE North 44 deg. 35 min. West 1388.8 feet, traversing said tract, to an iron pin in the Northwest line of said tract;

THENCE North 45 deg. 0 min. East 618.5 feet with the Northwest line of said tract to the place of beginning and containing 19.719 acres.

SAVE AND EXCEPT the following described tract of land:

BEING a tract of land in the King Latham Survey, Abstract No. 133, Rockwall County, Texas 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, (80 Foot 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.

FILED FOR RECORD 20<sup>th</sup> DAY OF October, A.D., 1983, at \_\_\_ M.  
RECORDED 24<sup>th</sup> DAY OF October A.D., 1983.  
JUNE WIMPEE, COUNTY CLERK, ROCKWALL COUNTY, TEXAS.  
BY: Sherry Harwell, DEPUTY.

DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONSOF  
BLUEBONNET RIDGE

THE STATE OF TEXAS

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ROCKWALL

X

THAT WHEREAS, LOWELL ENGLISH, Trustee, (hereinafter called "Declarant") is the owner of all that certain real property located in Rockwall County, Texas, described on Exhibit A attached hereto, which Exhibit is incorporated herein for all purposes, and

WHEREAS, Declarant will convey the property designated as lots 1 through 60 and 62 through 66 on the map and plat thereof subject to the covenants, conditions, restrictions, liens and charges hereinafter set forth in Articles One (1) through Article Seven (7), and will convey Lot 61 subject to the covenants, conditions, restrictions, liens and charges set forth in Article Eight,

NOW THEREFORE, it is hereby declared that Lot 1 through Lot 60 and Lot 62 through 66, inclusive, as shown on the map and plat of the above described property recorded in the map and plat records of Rockwall County, Texas shall be, and they are hereby, made subject to the restrictions, covenants and conditions stated in Article One through Article Seven hereof, and that Lot 61 as shown on the map and plat of the above described property recorded in the map and plat records of Rockwall County, Texas, shall be, and it is hereby, made subject to the restrictions, covenants and conditions stated in Article Eight thereof, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to said property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

## ARTICLE ONE

## DEFINITIONS

1.01 OWNER. "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 on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.02 PROPERTIES. "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 Volume , Page , of the map and plat records of Rockwall County, Texas.

1.03 LOT. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume , Page , of the map and plat records of Rockwall County, Texas, on which there is or will 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 thereof.

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

## ARTICLE TWO

### ARCHITECTURAL CONTROL

2.01 ARCHITECTURAL CONTROL COMMITTEE. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which committee shall serve at the pleasure of the Declarant. 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, nor shall any landscaping of any Lot or Lots be undertaken, 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 plans and 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 the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

## 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 Developer or the Architectural Control Committee shall have the right, through its agents and employees to 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 for not more than one head of livestock (horses or cattle) per acre. Each structure erected, altered, placed or permitted to remain on any Lot shall be of at least 70% brick, stone veneer, approved wood 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 connection to water and electric power sources supplied to the subdivision. Unless connected by a sewer or waste water 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.

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 2000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Any two story residence must have not less than 2400 square feet of 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 ground floor 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 the public road furnishing ingress and egress to such Lot. The Lot boundary adjoining said road furnishing ingress and egress shall be considered the front boundary of each said Lot. No building shall be located less than 30 feet from the side boundary of such Lot. For the purpose of this covenant, eaves, 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. None of said Lots shall be subdivided in any fashion prior to December 31, 1998. On or after January 1, 1999, any Lot may be resubdivided, provided that the resulting subdivision shall not create a tract of less than 2.5 acres, nor result in a tract having a lot line adjacent to a public road of less than 200 feet.

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 on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4.07 PROHIBITED RESIDENTIAL USES. No structure 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 one sign of not more than five square feet advertising the property for sale or rent; 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 units.

4.09 OIL DEVELOPMENT PROHIBITED. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot, nor shall oil 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 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 ANIMALS. Each Lot owner may keep and maintain on his Lot not more than one head of livestock (cattle or horses) for each acre, or part thereof, contained in his Lot. No other animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

4.12 TRUCKS, BUSES AND TRAILERS. No truck, bus or trailer shall be left parked in the street in front of 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.

4.13 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 PROHIBITED ACTIVITIES. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

ARTICLE FIVE

MAINTENANCE

5.01 MAINTENANCE CHARGE; LIEN TO ENFORCE. The Architectural Control Committee may from time to time impose upon the Owners of the Lots within Bluebonnet Ridge an annual maintenance charge (the "Maintenance Charge") 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, including, but not limited to, expenses related to safety, health, beautification and other aesthetic purposes, lighting, improving and maintaining streets and other public areas, disposal of garbage and refuse, the hiring of security personnel, maintenance pursuant to Article Three hereof or any other purpose the Architectural Control Committee shall, in the exercise of its good faith discretion, deem of general benefit or use to the owners and occupants of all or any group or class of Lots. The good faith judgment of the Architectural Control Committee 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. By majority vote the Architectural Control Committee 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 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 successors and assigns. The Architectural Control Committee shall file in the Deed Records of Rockwall County an instrument executed by at least two committee members, stating the amount of the charges imposed pursuant to the provisions of this Article. All such charges shall be paid to the Architectural Control Committee in Rockwall County, Texas. The obligation to pay any annual Maintenance Charge so imposed and the obligation to reimburse the Architectural Control Committee 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 annually on the 1st day of January of each year, in advance, with the first such payment to be due and payable on the first day of January next following the recordation of the instrument imposing such charge and shall continue for so long as these covenants shall be effective unless reduced or sooner terminated by the Architectural Control Committee by written instrument filed for record in the Deed Records of Rockwall County, Texas. Any annual Maintenance Charge or amount due as reimbursement to the Architectural Control Committee pursuant to Article Three hereof which is not paid when due shall thereupon become delinquent and shall bear interest at the highest rate allowed by law from the date it becomes due. In the event the Architectural Control Committee 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 attorney's fees.

All liens securing any Maintenance Charge and the amount advanced by the Architectural Control Committee pursuant to 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

## HOMEOWNERS ASSOCIATION

6.01 In the event an association of homeowners within the subdivision is formed, Declarant may, at his sole option, transfer the duties and powers of the Architectural Control Committee to such association, by filing a written election to such effect in the Deed Records of Rockwall County, Texas. Thereafter, all the duties and powers of the Architectural Control Committee shall vest in the Board of Directors of the Homeowners Association. All references herein to the Architectural Control Committee shall, upon the filing by Declarant of the written election described in this paragraph, thereafter be deemed to refer to the Homeowners Association, and the obligations of all Lot owners to the Architectural Control Committee shall thereafter be owed to the Homeowners Association.

## ARTICLE SEVEN

## GENERAL PROVISIONS

7.01 ENFORCEMENT. The Declarant, 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 Declarant 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 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; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this 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. No amendment shall be effective until recorded in the Deed Records of Rockwall County, Texas, nor until the approval of any governmental or quasi-governmental regulatory body which is required shall have been obtained.

## 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 Section 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.12, 4.13 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, 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.

EXECUTED this 24 day of September, 1984.

*Lowell English*  
LOWELL ENGLISH, Trustee

STATE OF TEXAS X  
COUNTY OF ROCKWALL X

BEFORE ME, the undersigned authority, on this day personally appeared LOWELL ENGLISH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 24 day of September, 1984.

*Marla Kim Hooks*  
NOTARY PUBLIC  
State of Texas



FILED FOR RECORD 24th DAY OF September, A.D., 1984 at \_\_\_ M.  
RECORDED 27th DAY OF September, A.D., 1984.  
PAULETTE BURKS, COUNTY CLERK, ROCKWALL COUNTY, TEXAS.  
BY: *Steve Howell*, DEPUTY

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
OF  
BLUEBONNET RIDGE

THE STATE OF TEXAS  
COUNTY OF ROCKWALL

I  
I  
I

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, LOWELL ENGLISH, Trustee, (hereinafter called "Declarant") is the owner of all that certain real property located in Rockwall County, Texas, described on Exhibit A attached hereto, which Exhibit is incorporated herein for all purposes, and

WHEREAS, Declarant will convey the property designated as Lots 1 through 60 and 62 through 66 on the map and plat thereof subject to the covenants, conditions, restrictions, liens and charges hereinafter set forth in Articles One (1) through Article Seven (7), and will convey Lot 61 subject to the covenants, conditions, restrictions, liens and charges set forth in Article Eight,

NOW THEREFORE, it is hereby declared that Lot 1 through Lot 60 and Lot 62 through 66, inclusive, as shown on the map and plat of the above described property recorded in the map and plat records of Rockwall County, Texas shall be, and they are hereby, made subject to the restrictions, covenants and conditions stated in Article One through Article Seven hereof, and that Lot 61 as shown on the map and plat of the above described property recorded in the map and plat records of Rockwall County, Texas, shall be, and it is hereby, made subject to the restrictions, covenants and conditions stated in Article Eight thereof, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to said property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE  
DEFINITIONS

1.01 OWNER. "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 on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.02 PROPERTIES. "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.

1.03 LOT. "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 will be build 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 thereof.

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

#### ARTICLE TWO

##### ARCHITECTURAL CONTROL

2.01 ARCHITECTURAL CONTROL COMMITTEE. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which committee shall serve at the pleasure of the Declarant. 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, nor shall any landscaping of any Lot or Lots be undertaken, 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 plans and 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 the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

#### 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 Developer or the Architectural Control Committee shall have the right, through its agents and employees to 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 for not more than one head of livestock (horses or cattle) per acre. Each structure erected, altered, placed or permitted to remain on any Lot shall be of at least 70% brick, stone veneer, approved wood 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 connection to water and electric power sources supplied to the subdivision. Unless connected by a sewer or waste water 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.

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 2000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.. Any two story residence must have not less than 2400 square feet of 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 ground floor 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 the public road furnishing ingress and egress to such Lot. The Lot boundary adjoining said road furnishing ingress and egress shall be considered the front boundary of each said Lot.. No building shall be located less than 30-feet from the side boundary of such Lot. For the purpose of this covenant, eaves, 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. None of said Lots shall be subdivided in any fashion prior to December 31, 1998. On or after January 1, 1999, any Lot may be resubdivided, provided that the resulting subdivision shall not create a tract of less than 2.5 acres, nor result in a tract having a lot line adjacent to a public road of less than 200 feet.

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 on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**4.07 PROHIBITED RESIDENTIAL USES.** No structure 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 one sign of not more than five square feet advertising the property for sale or rent; 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 units.

**4.09 OIL DEVELOPMENT PROHIBITED.** No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot, nor shall oil 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 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 ANIMALS.** Each Lot owner may keep and maintain on his Lot not more than one head of livestock (cattle or horses) for each acre, or part thereof, contained in his Lot. No other animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

**4.12 TRUCKS, BUSES AND TRAILERS.** No truck, bus or trailer shall be left parked in the street in front of 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.

**4.13 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 PROHIBITED ACTIVITIES. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

ARTICLE FIVE

MAINTENANCE

5.01 MAINTENANCE CHARGE; LIEN TO ENFORCE. The Architectural Control Committee may from time to time impose upon the Owners of the Lots within Bluebonnet Ridge an annual maintenance charge (the "Maintenance Charge") 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, including, but not limited to, expenses related to safety, health, beautification and other aesthetic purposes, lighting, improving and maintaining streets and other public areas, disposal of garbage and refuse, the hiring of security personnel, maintenance pursuant to Article Three hereof or any other purpose the Architectural Control Committee shall, in the exercise of its good faith and discretion, deem of general benefit or use to the owners and occupants of all or any group or class of Lots. The good faith judgment of the Architectural Control Committee 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. By majority vote the Architectural Control Committee 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 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 successors and assigns. The Architectural Control Committee shall file in the Deed Records of Rockwall County an instrument executed by at least two committee members, stating the amount of the charges imposed pursuant to the provisions of this Article. All such charges shall be paid to the Architectural Control Committee in Rockwall County, Texas. The obligation to pay any annual Maintenance Charge so imposed and the obligation to reimburse the Architectural Control Committee 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 annually on the 1st day of January of each year, in advance, with the first such payment to be due and payable on the first day of January next following the recordation of the instrument imposing such charge and shall continue for so long as these covenants shall be effective unless reduced or sooner terminated by the Architectural Control Committee by written instrument filed for record in the Deed Records of Rockwall County, Texas. Any annual Maintenance Charge or amount due as reimbursement to the Architectural Control Committee pursuant to Article Three hereof which is not paid when due shall thereupon become delinquent and shall bear interest at the highest rate allowed by law from the date it becomes due. In the event the Architectural Control Committee 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 attorney's fees.

All liens securing any Maintenance Charge and the amount advanced by the Architectural Control Committee pursuant to 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

6.01 In the event an association of homeowners within the subdivision is formed, Declarant may, at his sole option, transfer the duties and powers of the Architectural Control Committee to such association, by filing a written election to such effect in the Deed Records of Rockwall County, Texas. Thereafter, all the duties and powers of the Architectural Control Committee shall vest in the Board of Directors of the Homeowners Association. All references herein to the Architectural Control Committee shall, upon the filing by Declarant of the written election described in this paragraph, thereafter be deemed to refer to the Homeowners Association, and the obligations of all Lot owners to the Architectural Control Committee shall thereafter be owed to the Homeowners Association.

## ARTICLE SEVEN

## GENERAL PROVISIONS

7.01 ENFORCEMENT. The Declarant, 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 Declarant 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 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; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this 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. No amendment shall be effective until recorded in the Deed Records of Rockwall County, Texas, nor until the approval of any governmental or quasi-governmental regulatory body which is required shall have been obtained.

## 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 Section 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.12, 4.13 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, 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.

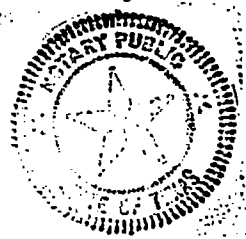
EXECUTED this 15 day of May, 1985.

*Lowell English*  
\_\_\_\_\_  
LOWELL ENGLISH, TRUSTEE

STATE OF TEXAS     I  
                                  I  
COUNTY OF ROCKWALL   I

BEFORE ME, the undersigned authority, on this day personally appeared LOWELL ENGLISH, 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 15 day of May, 1985.



*Kim Hooks*  
\_\_\_\_\_  
NOTARY PUBLIC  
State of Texas  
My Commission Expires 4/13/88



## EXHIBIT A

BEING a tract of land in the King Latham Survey, Abstract No. 133, Rockwall County, Texas 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 Northeastly;  
 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, (80 Foot 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 platted 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.

*Exhibit A*

FILED FOR RECORD 15th DAY OF May, A.D., 1985 at        M.  
 RECORDED 16th DAY OF May, A.D., 1985.  
 PAULETTE BURNS, COUNTY CLERK, ROCKWALL COUNTY, TEXAS.  
 BY: E. J. [Signature], DEPUTY

122337

ORDINANCE 92-6  
CITY OF McLENDON-CHISHOLM, TEXAS

VOL 728 PAGE 258

WHEREAS, there now exists within the corporate limits of the City of McLendon-Chisholm, Rockwall County, Texas, a City organized under the general laws of the state of Texas, certain territory pursuant to L.G.C. 43.141, to Disannex for Failure to Provide Services, as motioned and approved unanimously by McLendon-Chisholm City Council on July 13, 1992; and

WHEREAS, a majority of the qualified voters of an annexed area may petition the governing body of the municipality to disannex the area if the municipality fails or refuses to provide services or to cause services to be provided to the area within the period specified by Section 43.056 or by the service plan prepared for the area under that section, and the said City of McLendon-Chisholm desires to disannex and discontinue said territory as a part of said City of McLendon-Chisholm;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF McLENDON-CHISHOLM, TEXAS:

Section 1. That the following described area has not been provided services by the City of McLendon-Chisholm, Texas, to wit:

BEING a tract of land situated in the KING LATHAM SURVEY, ABSTRACT NO. 133, Rockwall County, Texas, and also being LOTS 10 thru 19, LOTS 50 thru 56, and LOT 60 of BLUEBONNET RIDGE, an addition to the City of McLendon-Chisholm, according to the plat thereof recorded in Slide B, Page 150, Map and Plat Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a point on the existing McLendon-Chisholm city limits, said point being the most Southerly corner of Lot 10, Bluebonnet Ridge;

THENCE, along the Westerly line and the Northerly line of Bluebonnet Ridge the following

N. 45 10' 20"W., a distance of 2890.68 feet;

N. 34 34' 40"E., a distance of 1179.00 feet;

N. 59 59' 50"E., a distance of 2254.58 feet to a point on the existing McLendon Chisholm city limits;

THENCE, along the existing McLendon-Chisholm city limits the following:

SOUTH, a distance of 3564.56 feet;

N. 45 00' 00"W., a distance of 808.12 feet to the PLACE OF BEGINNING and containing 147.174 acres of land.

be and the same is hereby discontinued as a part of said City of McLendon-

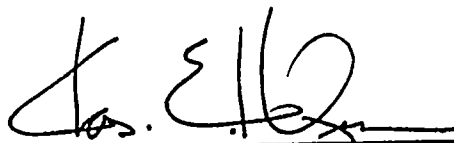
Chisholm, and said territory is hereby disannexed from said City, so that the same shall no longer be part thereof.

Section 2. That upon the passage of this ordinance the City of McLendon-Chisholm shall no longer exercise jurisdiction or control over the above described territory.

Section 3. That upon the passage of this ordinance the City of McLendon-Chisholm does not by this disannexation relinquish its extraterritorial jurisdiction over this territory.

Section 4. The fact that said territory is no longer necessary or proper as a part of the territory of said City and should be, therefore, disannexed, creates an urgency and an emergency, which in the interest of the public welfare, requires that this ordinance shall take effect immediately from and after its passage, and it is accordingly so ordained.

DULY PASSED by the governing body of the City of McLendon-Chisholm, Texas, on the 2nd day of October, 1992.

  
\_\_\_\_\_  
Mayor - Charles E. Hodges

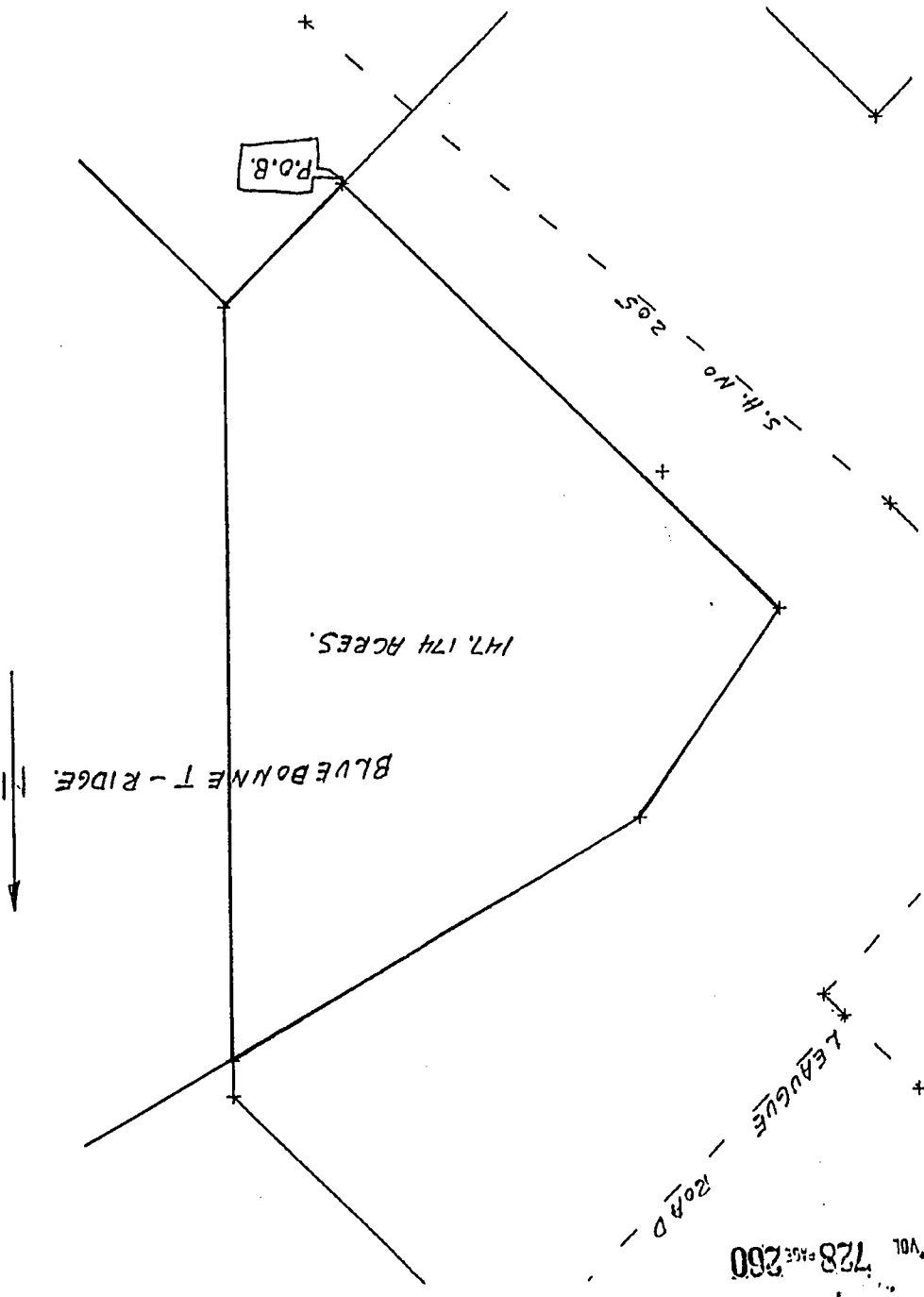
Attest:

  
\_\_\_\_\_  
City Secretary - Diane Lee

  
\_\_\_\_\_  
City Attorney - Ton Massar



FILED FOR RECORD 574 DAY OF 07/20/92, A.D., 1992 at M.  
RECORDED 074 DAY OF 07/20/92, A.D., 1992  
PAULETTE BURKS, COUNTY CLERK, ROCKWALL COUNTY, TEXAS.  
BY: *Paullette Burks*



March 13, 1995

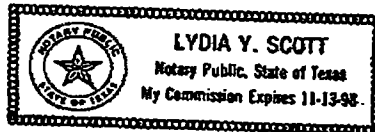
The Bluebonnet Ridge Homeowners Association met on April 4, 1991 for the purpose of increasing minimum square footage of homes built in Bluebonnet Ridge Addition. Minimum air conditioned footage to be increased from 2000 square feet on one story homes to 2500 square feet.. Minimum airconditioned footage on two story to be increased from 2400 square feet to 3000 square feet.

This action was approved and made a part of the minutes of the Bluebonnet Ridge Homeowners Association.

Bluebonnet Ridge Homeowners Association

James D. Longest  
President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13<sup>th</sup>  
OF March, 1995  
Lydia Y. Scott  
NOTARY PUBLIC  
ROCKWALL COUNTY, TEXAS



FILED FOR RECORD 13<sup>th</sup> DAY OF March, A.D., 1995 at \_\_\_ M.  
RECORDED 16<sup>th</sup> DAY OF March, A.D., 1995.  
PAULETTE BURKS, COUNTY CLERK, ROCKWALL COUNTY, TEXAS.  
BY: Carlynn Brown, DEPUTY

August 21, 1996

The Bluebonnet Ridge Homeowners Association met on April 18, 1996. At this time, they voted to adopt an addition to Amendment 4.15 (Prohibited Activities) of the Rules and Restrictions stating:

No garage or barn apartment shall be used for rental income. Any such apartment/quarters shall be used solely rent free for relatives and/or domestic help.

This action was approved and made a part of the minutes of the Bluebonnet Ridge Homeowners Association.

Bluebonnet Ridge Homeowners Association  
*Lauren A. English*  
-----  
President

Subscribed and Sworn to before me this

*22nd* of *July*, 1996

*Beverly McMahon*

Notary Public  
Rockwall County Texas



**BLUEBONNET RIDGE HOMEOWNERS ASSOCIATION**

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The Bluebonnet Ridge Homeowners Assoc. met for a scheduled meeting on October 15, 1998. The meeting was held at 872 Candice Circle and was called to order at 7:50 p.m.

A vote was taken to amend Article 4.04 of the Bluebonnet Ridge Covenants, Conditions, and Restrictions. The article as amended should read as follows:

4.4 RESUBDIVISION OR CONSOLIDATION. None of said Lots shall be subdivided in any fashion prior to December 31, 2008. On or after January 1, 2009, any Lot may be resubdivided, provided that the resulting subdivision shall not create a tract of less than 2.5 acres, nor result in a tract having a lot line adjacent to a public road of less than 200 feet.

After a count of those present and proxies taken up to October 31, 1998, the amendment passed. The total votes were as follows:

In favor of amendment	59
Against the amendment	5
Abstain	<u>1</u>
Total	65

*Lowell English*  
Lowell English

President of Bluebonnet Ridge Homeowners Association

11/1/98  
Date

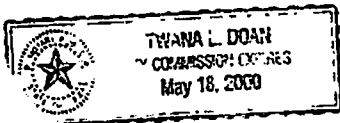
*Cassie Thames*  
Cassie Thames

Secretary of Bluebonnet Ridge Homeowners Association

11/1/98  
Date

*Sworn to and Subscribed to me on this 12<sup>th</sup> November, 1998*

*Jwana L. Doan*



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Filed for Record in:  
Rockwall County

On: Nov 12, 1998 at 11:25A

As a  
Recordings

Document Number: 0193610

Amount: 11.00

Receipt Number - 16642

By,  
Francine

STATE OF TEXAS COUNTY OF ROCKWALL

I hereby certify that this instrument was  
filed on the date and time stamped herein by me  
and was duly recorded in the volume and page  
of the said records of:

Rockwall County  
as stamped herein by me.

Nov 12, 1998

Honorable Paulette Davis, County Clerk  
Rockwall County

This document has been received by this office for  
recording into the Official Public Records. We do  
not warrant that we do not discriminate on the  
basis of race, color, sex or national origin.



#88003413

**MAINTENANCE CHARGE OF BLUEBONNET RIDGE HOMEOWNER'S ASSOCIATION**

**00282035**

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5**

WHEREAS, The Homeowner's Association of Bluebonnet Ridge (the "Homeowner's Association") has found it necessary and in the best interest of the homeowners of Bluebonnet Ridge to repair and improve the roads in Bluebonnet Ridge; and

WHEREAS, the Homeowners Association has found it necessary to increase the per lot Maintenance Charge by \$4,500.00 to be paid over the next three years; and

WHEREAS, the Homeowners Association has by majority vote increased the Maintenance Charge by \$4,500.00 per lot to be paid over the next three years or less; and

WHEREAS, at least 75% (by number and not by lot size) of the lot owners have given their written consent and approval of the increase in the Maintenance Charge by \$4,500.00.

NOW, THEREFORE, be it officially declared that the Homeowner's Association have increased the Maintenance Charge by \$4,500.00 to be paid over three (3) years or less in accordance with Article Five of the Declaration of Covenants, Conditions and Restrictions of Bluebonnet Ridge duly filed in Volume 208, Page 374 of the Real Estate Records of Rockwall County, Texas, and that at least 75% of the lot owners (by number and not by lot size) have given their written consent to such Maintenance Charge.

EFFECTIVE the 19 day of June 2003.

BLUEBONNET RIDGE HOMEOWNER'S ASSOCIATION

BY: Lowell English  
LOWELL ENGLISH, PRESIDENT

BY: Mike McGrew  
MIKE MCGREW, VICE PRESIDENT

STATE OF TEXAS  
COUNTY OF ROCKWALL

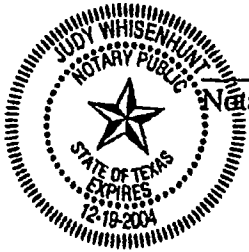
This instrument was acknowledged before me on the 19 day of June, 2003 by LOWELL ENGLISH, President of BLUEBONNET RIDGE HOMEOWNER'S ASSOCIATION.



Judy Whisenand  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF ROCKWALL

This instrument was acknowledged before me on the 19 day of June, 2003, by  
MIKE MCGREW, Vice President of BLUEBONNET RIDGE HOMEOWNER'S  
ASSOCIATION.



*Judy Whisenhunt*  
Notary Public, State of Texas

0101010  
0101010

AFTER RECORDING RETURN TO:

The American National Bank of Texas  
P. O. Box 2529  
Rockwall, TX 75087  
Attn: Melodie Manuel

00282035

00303060194



Filed for Record in:  
Rockwall County

On: Jun 23, 2003 at 04:23P

As a  
Recordings

Document Number: 00282035

Amount: 13.00

Receipt Number - 98793

By,  
Francine

STATE OF TEXAS COUNTY OF ROCKWALL

I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the aased records of:  
Rockwall County  
as stamped hereon by me.

Jun 23, 2003

Honorable Paulette Berks, County Clerk  
Rockwall County

This Document has been received by this Office for  
Recording into the Official Public Records. We do  
hereby swear that we do not discriminate due to  
Race, Creed, Color, Sex or National Origin.