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DEED RESTRICTIONS

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

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

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



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15. No building shall be located nearer than 50 feet from the front property line and 20 feet from any adjacent property line, except for Reserves "A", "B", and "C".
16. All fencing, culvert sizes and access road entrances shall be approved in writing by Bailey-Metzer, Inc. or its nominee.
17. No noxious or offensive trade shall be permitted on any part of any tract, and each owner and occupant shall keep their property clean and free of trash, inoperable cars and machinery and other junk, and shall maintain the improvements in a reasonably good state of repair.
18. No firearms may be discharged around or on any lake or road.
19. No dam, earthen fill or obstruction of any kind shall be constructed or permitted to remain in any creek, water course or drainage course of a height greater than three (3) feet above the natural grade without the prior written consent of Bailey-Metzer, Inc. except for the use of all owners of tracts within the Subdivision. Bailey-Metzer, Inc. shall have the right and authority to make rules and regulations regarding the use of all lakes and all other improvements constructed for use by all owners of tracts within "Bluebonnet Hill".
20. Insofar as Bailey-Metzer, Inc. or its successors or assigns has the right and authority to do so, no prospecting, mining, drilling or production of oil, gas or other minerals shall ever be permitted on any part of any tract, except those tracts so designated, but such prohibition shall not extend to the drilling of water wells for domestic use of water on the premises.
21. A maintenance fee of \$100 maximum per tract shall be levied and collected each year from each owner for maintenance of lakes, ponds, streets, parks, and operating expenses of Bluebonnet Hills Property Owners, Inc., which fee shall be due and payable not later than January 1 of each year, and shall be considered delinquent on January 31, bearing interest at the rate of 9% per annum, and shall be secured by a lien upon the lot for which it is due. The maximum maintenance charge may be increased only by the annual rate of inflation as determined by official U.S. Government figures.
22. The legal and fee simple title in and to all roads, easements, streets, parks, and lakes, shown on the map or plat of the Subdivision is hereby specifically reserved in Bailey-Metzer, Inc. or its successors or assigns, but subject to the rights of owners of tracts in the Subdivision and their invitees to use and enjoy same for the purposes intended. However, Bailey-Metzer, Inc., its successors or assigns, reserves the right to dedicate to the public any and all roads and streets at such time or times as it may choose.
23. Bailey-Metzer, Inc. may re-subdivide any tract, and any owner may re-subdivide his tract only with the written consent of Bailey-Metzer, Inc.
24. Easements for constructing, maintaining and repairing a system providing for light and power, telephone and telegraph service to said area and the inhabitants thereof, for the proposed incident or the development and use of said property as a suburban home community are reserved as shown on the recorded plat. Said easements shall be twenty (20) feet in width extending ten (10) feet on each side of property lines between certain adjoining lots as shown on said plat and twenty (20) feet within all lot property lines where the same parallel or front on roads or streets, whether said roads or streets are within or outside of the Subdivision. Neither Bailey-Metzer, Inc. nor any utility company using the easements or rights-of-way as reserved by plat of this Subdivision filed for record in the May Records of Washington County, Texas, shall be liable for any damage done by either of them or their assigns, agents, employees or servants to shrubbery, trees, flowers or other property of any owner situated on the land covered by the easements or adjacent to said rights-of-way. No property owner shall fence or otherwise obstruct easements leading to or surrounding the designated lake sites.
25. Bluebonnet Hills Property Owners, Inc. may levy a fine against any owner in violation of these Restrictions in the amount of \$25 for each day that the violation continues after due notice of the violation as required by law.
26. These Restrictions may be amended by vote of 51% of the Owners of lots in the Subdivision. A property owner may not cast more than one vote regarding the amendment of these restrictions, regardless of the number of lots the person owns. If more than one person owns an interest in a lot, the owners may cast only one vote regarding the amendment of these restrictions for that lot. A person may not vote regarding the amendment of these restrictions if the person has an interest in a lot only by virtue of being a lienholder.



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BY - LAWS

BY-LAWS OF BLUEBONNET HILLS PROPERTY OWNERS, INC.

ARTICLE I. OFFICERS

The registered office of the Corporation will be located in P.O. Box 1113, Houston, Texas 77011-1113 and the name of the registered agent of the Corporation is that of *James B. Robert J. "Bob" Smith*.

ARTICLE II. PURPOSE

The primary purpose of the Corporation is to further the common good and general welfare of the residents of the Bluebonnet Hills Subdivision of Washington County, Texas by bringing about the betterment and social improvement in the area. Such action shall include, without limitation, efforts to maintain common areas and streets, and to enforce, amend, or create covenants to protect the appearance and value of the area.

ARTICLE III. TERM

The term of the Corporation shall be perpetual or until dissolved by a vote of two-thirds of the membership thereof.

ARTICLE IV. MEMBERSHIP

- Subject to the provisions of Article V hereof, the membership of the Corporation shall consist of natural persons owning a fee title to real estate located within the Bluebonnet Hills Subdivision; provided, however, that not more than two memberships shall be allowed for any single lot or multiple lots owned by the same person. A husband and a wife shall each be entitled to a membership.
- Other forms of membership may be established by the Board of Directors, subject to an affirmative majority vote of the membership present in person or by proxy at a regular or called meeting of the membership.

ARTICLE V. APPLICATION AND OBLIGATIONS FOR MEMBERSHIP

- All applications for membership shall be made on forms provided and furnished by the Board of Directors.
- All applications for membership upon their receipt by the Corporation shall be referred to and acted upon by the Board of Directors or by such committee as the Board shall appoint, and the proceedings on such applications shall be confidential. Action thereon shall be final.
- Each application for membership upon acceptance and payment of the required fee, and the annual assessment of dues, shall entitle a card, badge, or certificate of membership, if any, as may be

provided by the Board of Directors.

- The initiation fee, if any, for membership in the Corporation shall be determined from time to time by the Board of Directors.

- Annual dues shall be determined from time to time by the Board of Directors. Dues shall be payable annually, monthly, or at such other periods of time as the Board of Directors may, from time to time, prescribe. In the event of sale of a lot, the membership dues may be refunded on a pro rata basis at the discretion of the Board.

- Payment of the initiation fee, if any, to the Corporation shall accompany the application for membership; should the application be rejected the initiation fee, if any, will promptly be refunded to the applicant. The Board of Directors shall have the authority to require that an advance payment of annual dues in whole or in part to the Board of Directors may determine to accept the application for membership in the Corporation.

- Membership in the Corporation, and membership addressing same, if any, shall not be assignable, or otherwise transferrable.

- Membership shall be terminated in the following manner:

- Upon termination by a member of ownership in a lot in Bluebonnet Hills.
- By an affirmative vote of a majority vote of all the members of the Board of Directors, for removal of a member determined to be a nuisance to the Corporation.
- By voluntary resignation tendered in writing addressed to the President or Secretary of the Corporation. The member desiring to resign shall at the same time surrender and deliver up to the Secretary of membership, if any, to the Secretary.
- By failure to pay an indebtedness to the Corporation within thirty (30) days after written notice delivered to him that failure to pay the amount within thirty (30) days will cause the termination of his membership.

- The termination of membership for any cause whatsoever shall operate as a release of all right, title and interest in the property and to the assets of the Corporation. Membership certificates, if any, shall become void as to such member whose membership shall have been terminated. No person whose membership has been terminated because of failure to pay any indebtedness to the Corporation shall be entitled to membership and all such indebtedness to the Corporation has been paid in full.

ARTICLE VI. VOTING PRIVILEGES

Each membership which is not delinquent in the payment of its membership fees and dues shall have the right to one vote at all meetings of the membership of the Corporation, either in person or by proxy as provided in Article IX, Sections 8 and 9 below.

ARTICLE VII. BOARD OF DIRECTORS

- NUMBER AND TERM OF OFFICE:** The business and property of the Corporation shall be managed and controlled by the Board of Directors, and subject to the limitations imposed by law, by the charter, or by these By-Laws, the Board of Directors may exercise all the powers of the Corporation.

The number of Directors shall be seven (7) and shall consist of the President and six (6) members

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7. **QUORUM:** A majority of members entitled to vote, whether represented in person or by proxy, will constitute a quorum at a meeting of members. If less than a quorum is represented at a meeting, the members entitled to vote, whether represented in person or by proxy, may adjourn the meeting from time to time without notice other than reasonable notice of the meeting, until a quorum is present or represented. At any adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting to which the adjournment was made, except as provided by Article XI, Section 3 of the Corporation's Charter. At a meeting at which a quorum is present, the vote of a majority of members represented in person or by proxy, will decide any question brought before the meeting, unless a greater vote is required by law, by the Articles of Incorporation, or by these By-Laws. Members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment despite the withdrawal of enough members to leave less than a quorum.

8. **PROXIES:** At all meetings of members, a member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney in fact. A proxy must be filed with the Secretary of the Corporation before or at the meeting and a proxy will not be valid more than 60 days from the date of its execution unless the proxy provides otherwise. A proxy will be invalid unless it expressly states it is revocable and it is made revocable by law.

9. VOTING METHODS:

9.1 Under the voting rights of members of any class or classes are limited or denied by the Articles of Incorporation, each member will be entitled to one vote or any vote so allocated to a vote at a meeting of the members.

9.2 Action may be taken at a members meeting by a written vote or a standing vote, unless a majority is required.

ARTICLE X. CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

1. The Board of Directors, except as in the By-Laws otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Corporation to enter into any contract or contracts and deliver any instrument, and such authority may be general or confined in specific instances; and, when so authorized by the Board of Directors or expressly authorized by the By-Laws, no officer or agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to make it liable or responsible for any purpose or to any extent.

2. No less shall be executed on behalf of the Corporation and no negotiable paper shall be issued in its name unless authorized by the vote of the Board of Directors.

3. All checks, drafts and other orders for the payment of money out of the Corporation and all notes or other evidence of indebtedness of the Corporation shall be signed on behalf of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the Board of Directors may select, and for the purpose of such deposit the President, a Vice President, the Treasurer, the Secretary or any other officer or agent or employee of the Corporation to whom such power may be delegated by the Board of Directors, may execute, issue and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Corporation.

ARTICLE XI. MISCELLANEOUS PROVISIONS

1. **FISCAL YEAR:** The fiscal year of the Corporation shall end at midnight on December 31 of each calendar year or at such other time as the Board of Directors determines.

2. **CORPORATE SEAL:** The Board of Directors will provide a Corporate Seal which will consist of two concentric circles with the words "Blackpoint Hill Property Owners, Inc. 1989" inscribed between the circles and the words "Corporate Seal" inscribed inside the smaller circle.

3. **NOTICE AND WAIVER OF NOTICE:** Subject to the provisions of Article IX, Section 4, when any notice whatsoever is required to be given under the provisions of these By-Laws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box, prepaid and addressed to the person entitled thereto at the post office address, as it appears in the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A notice of meeting, signed by the person or persons so entitled to such notice, whether before or after the time stated therein, shall be deemed sufficient to waive.

4. **DESIGNATIONS:** Any Director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at a time specified therein, which time shall be specified in the time of its receipt by the President or Secretary. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

5. **REMOVAL OF DIRECTOR OR OFFICER:** Any Director or officer may be removed, either for or without cause, at any regular meeting of the members by the affirmative vote of a majority in number of the members entitled to vote. If notice of the intention to remove such member shall have been given in the notice calling such meeting, the removal may be accomplished by a vote of a majority of the members represented at such meeting and entitled to vote.

6. **DEPOSITORIES:** The Directors are authorized to select, by appropriate resolution of the Board, such depositories as they deem proper for the funds of the Corporation.

7. **INDEMNIFICATION OF DIRECTORS AND OFFICERS:** Each person who may serve as a Director or officer of this Corporation may be indemnified by the Corporation against all claims against such Director or officer reasonably incurred by such Director or officer in connection with any claim against the Corporation, on any claim, suit or proceeding to which he or she may be a party by reason of his or her being or having been, such Director or officer including such claim or claim against the Corporation, and further shall have reasonable payment to him or her of any such claim, suit, or proceeding, and further shall have reasonable payment to him or her of any expenses of litigation incurred by him or her, and further shall be indemnified with respect to matters as to which he or she shall be a party in such claim, suit or proceeding to be liable for which expenses or reimbursement in performance of his or her duties as a Director or officer shall be incurred by the payment of fees which are paid or incurred by the Board of Directors in connection with the payment of such expenses of litigation, or with respect to matters in which such indemnification shall be in addition to any other rights to which Directors or officers may be entitled.

8. **PROVISIONS:** Any provision of these By-Laws which is inconsistent with the provisions of the Corporation's Charter shall be null and void.

9. **AMENDMENT OF BY-LAWS:** These By-Laws may be modified or amended by a two-thirds vote of the membership, present or voting by proxy, at any annual meeting or at any special meeting, or any special meeting called for this purpose. The same amendments to the By-Laws shall not be submitted to the membership for vote more often than once every twelve (12) months unless determined otherwise by the Board of Directors.



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10. **ANNUAL AUDIT:** An annual audit of the fiscal affairs, books of records, fiscal year transactions, and statement of income and expenses for the fiscal year and statement of condition as of December 31 shall be conducted annually, or as prescribed by State of Texas, by an auditing committee of two members of the Corporation appointed by majority vote of the Board of Directors. Such audit report shall be submitted at the annual meeting of the Corporation. Other interim audits may be performed as directed by the Board of Directors.

"ARTICLE IX, Section 7.1:

Reduction in Quorum for Election. If the required quorum is not present at any meeting of the members whereby an election of directors is to be held, including the annual meeting, then the meeting shall be adjourned and another meeting may be called and held immediately after such adjournment, or at a future date, without notice other than announcement at the meeting, to act on the same matter(s), and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, except that such reduction in the quorum requirement shall not be applicable if the subsequent meeting is held more than ninety (90) days following the initial meeting. In any case, if a quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereof, whether present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented at any reconvened meeting of the members. At any reconvened meeting of the members, any business may be transacted which might have been transacted at the meeting as originally notified."