

**BLUE BRANCH RANCH
ARCHITECTURAL REVIEW COMMITTEE
ARCHITECTURAL STANDARDS BULLETIN**

This Architectural Standards Bulletin is published and promulgated on this day by the Architectural Review Committee and affirmed and approved by its members.

The Board of Directors of the Blue Branch Property Owners Association, Inc., a Texas nonprofit association, and the Architectural Review Committee desire to protect the Blue Branch Ranch Subdivision (the “Subdivision”) and request all members familiarize themselves with this Architectural Standards Bulletin. By understanding and complying with these standards, you will greatly expedite and ease the construction process.

RECITALS

WHEREAS, the Revised and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Blue Branch Ranch (the “Declarations”) Article IX., creates an Architectural Review Committee (the “ARC”) in order to protect the overall integrity of the development of the Subdivision;

WHEREAS, Article IX. Section 2. of the Declarations provides that no building, structure, fence, wall, landscaping, or improvement of any kind or nature shall be erected, placed, or altered on any Lot until all plans and specifications have been submitted to and approved in writing by the ARC;

WHEREAS, Article IX. Section 7. of the Declarations allows for the ARC to publish and promulgate architectural standards bulletins;

WHEREAS, the members of the ARC desire to publish this Architectural Standards Bulletin in order to better protect the overall integrity of the Subdivision;

NOW, THEREFORE, the members of the ARC in the Blue Branch Ranch subdivision do hereby publish and promulgate the following architectural standards bulletin.

ARCHITECTURAL STANDARDS BULLETIN

A) SUBMITTING OF PLANS

No Structure of any kind shall be erected, placed, constructed, maintained, modified or altered, no Improvement shall be made, no landscaping or hard scape shall be installed on any Lot in the Subdivision, nor shall any clearing or sitework (including specifically the removal of trees or any other vegetation) be commenced, until a complete set of plans and specifications shall have been formally submitted to and approved by the ARC.

Two complete sets of construction plans along with a completed approval form (see attached) must be submitted to the ARC prior to construction of any of the above identified items. This includes:

- 1.) A professional survey of property showing the location and dimensions of the existing and proposed improvements;
- 2.) Timeline for completion of project;
- 3.) Floor Plans, including finished floor and ground elevations;
- 4.) Landscaping with timeline for completion;
- 5.) Exterior locations for all buildings, fences, and other structures;
 - a. This includes storage buildings, well or water tank housing, play houses or tree houses, play areas, dog house or kennels, horse barns, gazebos and arbors.
 - b. Only appropriate fencing will be approved that is conducive to the landscape of the neighborhood. Examples of acceptable fencing are pipe and cable, wrought iron, vinyl or wood split rail. Perimeter fencing of chain link, barbed wire, or solid wood panel will not be approved. Solid wood panel may be used in certain situations, such as to shield equipment, but not allowed along property lines.
 - c. Swimming pools, spas, front or back patio covers, arbors, water features, ponds, fountains, all must be approved prior to construction.
- 6.) Exterior lighting with location, landscaping, and irrigation plans (no “wash over” of lighting to adjoining property or common areas is permitted);
- 7.) Samples of exterior finish materials and color samples;
- 8.) Provision for drainage with cut and fill detail if change in lot contour is involved; and
- 9.) Any other plans, specifications or information requested and deemed pertinent by the ARC.

B) APPROVAL FORM AND PROCESS

The ARC shall have full right and authority to utilize its sole discretion in approving or denying any plans and specifications which are submitted. Additionally, The ARC shall have the authority to employ professional consultants at the expense of the Association to assist it in performance of its duties. The Association may, reasonably recoup some or all of these expenses from the applicants seeking review and approval of plans and specifications provided they provide notice to the applicant prior to utilizing the consultant. The decision of the Architectural Review Committee shall be final, conclusive, and binding upon the applicant.

Approval:

- 1). At such time as the plans, specifications and surveys meet the approval of the ARC, one complete set of plans, specifications and surveys will be retained by the ARC and the other complete set will be marked “Approved” and returned to the Lot Owner or his designated representative.

- 2). All plans, specifications, and surveys must be signed by the entire ARC prior to being marked “Approved” or “Denied”.
- 3). Any modification or change to the approved set of plans, specifications and surveys must again be submitted to the ARC for its inspection and approval.
- 4). Each and every owner and applicant shall use their respective best efforts to commence construction of all improvements approved by the ARC within sixty (60) days after obtaining all necessary approvals thereof and thereafter diligently pursue the project through to completion. Failure to commence construction of any improvements approved by the ARC within sixty (60) days after obtaining approval will result in the need to resubmit all applicable documents and receive new approvals from the ARC.
- 5). If the ARC fails to approve submitted plans or to request additional information reasonably required within thirty (30) days after submission, the applicant shall give the ARC written notice of its failure to respond. Unless the ARC responds within ten (10) days of receipt of that notice, approval will be deemed granted.

Denial:

- 1). The Architectural Review Committee may deny the construction or design of any Improvement or Structure, including the removal of any trees or other natural vegetation, if the members of the ARC believe a violation of the Covenants would result or on purely aesthetic grounds where, in its sole judgment, disapproval is required to protect the continuity of design or value of the Subdivision, or to preserve the serenity and natural beauty of any surroundings.
- 2). Prior approvals and/or denials of the ARC pertaining to any Improvement activities or regarding matters of design or aesthetics shall not be deemed binding upon the ARC for later requests for approval if the ARC feels that the repetition of those matters will have an adverse effect on the Subdivision.
- 3). If any submitted set of plans are found to not be in compliance with the Declarations, one set of such plans, specifications and surveys shall be returned marked “Denied,” accompanied by a reasonable statement and explanation of items found not to comply with these Covenants.
- 4). Once changes are made to plans, member may resubmit modified plans again for approval. If any construction begins prior to ARC approval, a stop work order shall be issued and the member shall be subject to the fine as set by the Fine Schedule attached to the Rules and Regulations of Blue Branch Ranch.

C) GUIDELINES

These guidelines include various standards and requirements which must be complied with in order to modify a Lot.

- 1.) **SINGLE-FAMILY DWELLING** – All residences shall be a single-family dwelling with a 2000 square foot minimum of air-conditioned floor space excluding garage, porches, breezeway, or any other structure attached to main dwelling.
- 2.) **GARAGE** – Each residential dwelling erected on any Lot shall provide a side or rear entry garage space for a minimum of two (2) conventional automobiles, unless otherwise specifically approved by the ARC. Carports are not encouraged but may be permitted under limited rigid circumstances if, as and when, in the absolute opinion of the Architectural Review Committee, the exterior surface and appearance will substantially compare with a garage and if absolutely no storage of items, which would otherwise be visible, will occur thereunder.
- 3.) **ACCESSORY STRUCTURES** – No Ancillary Structure of any kind shall be erected, placed, or constructed on any Lot until the Primary Dwelling Unit has been erected, placed, or constructed. An Ancillary Structure shall be defined as any Structure, other than a Primary Dwelling Unit, which can be used for the storage of any materials or animals, or which can be used as a living space. Additionally, No garage or temporary housing will be allowed to be constructed prior to residence construction.
- 4.) **SETBACK REQUIREMENTS** – A twenty-five (25') set back from any front or side Lot line is required. The Architectural Review Committee reserves the right to establish a set back line for any Structure(s) along the rear Lot lines of all Lots in the Subdivision and may establish various set back lines for various Structures on various Lots at their absolute and independent discretion. The Architectural Review Committee may grant variance from the setback requirement and may establish additional setback lines (for fences, walls and for buildings) from the property lines of each Lot at varying distances. In order to allow flexibility for: (i) implementation of state-of-the-art construction designs, and (ii) any consolidation of two (2) or more Lots to accommodate the construction of a lesser number of dwellings thereon, the Architectural Review Committee shall also have the authority to waive setback requirements. Within the setback areas for each Lot and subject to the construction or installation of any other items otherwise permitted, a non-exclusive surface easement and right-of-way is reserved for the Association in order to properly facilitate and carry out its duties and responsibilities under this Declaration.
- 5.) **HEIGHT LIMITATIONS** – Structure(s) cannot exceed thirty-three feet (33') in height. Roof elevations cannot be extremely low sloped or flat. Elevation of structure(s) as well as roof pitch is subject to approval by ARC.
- 6.) **FENCES** – All fences must be approved by ARC. The ARC will determine if proposed fences are compatible with the community and are aesthetically appropriate. Only appropriate fencing will be approved that is conducive to the landscape of the

neighborhood and no higher than 5 feet. Examples of acceptable fencing are pipe and cable, wrought iron, vinyl or wood split rail. Perimeter fencing of chain link, barbed wire, and solid wood panel will not be approved. Solid wood panel may be used in certain situations, such as to shield equipment, but not as a perimeter and must be approved by ARC. Fencing for shielded equipment no higher than 8 feet. No fence, wall or hedge shall be erected, placed or altered without the approval of the ARC.

- 7.) **EASEMENTS** – Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown or described on the recorded subdivision plat and a ten-foot (10’) utility easement is reserved along the rear of each Lot. Utility service may be installed along or near the front and/or side and/or rear Lot lines and each Lot Owner shall have the task and responsibility of determining the specific location of all such utilities. Except as may be otherwise permitted by the ARC (e.g. fencing, flatwork, landscaping, etc.), no Owner shall erect, construct or permit any obstructions or permanent improvements of any type or kind to exist within any easement area, nor shall anything be done or permitted within an easement area which would restrict or adversely affect drainage.

- 8.) **WELL GUIDELINES** – The Upper Trinity Groundwater Conservation District is the governing body regarding water wells. Under rule 4.3 Well Spacing Requirements, 2 acre tracts with 17.36 gpm or less have a minimum distance requirement of 50 feet from any property line. The same wells have to be 150 feet apart from other wells. It is now required to be recorded by the UTGCD. Recording is done using GIS and electrical plotting where the wells are located. When neighbors want to add their well, the UTGCD can electronically determine if the individual is in compliance. There are other rules and regulations that may or may not apply to your given circumstances. For more information on the Upper Trinity please go to the following website: www.uppertrinityged.com. The phone number for the Upper Trinity is 817-523-5200.

- 9.) **SEPTIC SYSTEMS** – Septic systems are to be placed in the back portion of all Lots, to avoid cross contamination. If using an aerobic septic system, sprayers must not spray gray water outside of your Lot. Please be aware of placement of septic sprayers and the unpleasant odor from the spray. Be considerate of your neighbors when placing septic sprayers. Septic systems are governed by Hood County and The Secretary of State. Septic systems are to be located 150 feet from water wells. There are other rules and regulations that may or may not apply to your given circumstances and whether or not it is aerobic. For more information please go to the following website: www.soso.state.tx.us

- 10.) **EXTERIOR SURFACES** – All roofs shall be constructed of slate, tile, metal, composition, built-up roof or other materials approved by the Architectural Review Committee taking into account harmony, conformity, color, appearance, quality and similar considerations. The exterior surface of all residential dwellings shall be

constructed of glass, brick, stone or other materials the percentage of such materials as may be approved by the Architectural Review Committee.

- 11.) **DRAINAGE SOLUTIONS** – Plans for culverts, and/or other ways to maintain proper drainage of property must be included in submitted plans. A minimum of a 20 inch culvert should be used.
- 12.) **DRIVEWAY LAYOUT** – Please provide a driveway lay out and description of materials to be used to construct driveway.
- 13.) **GATES** – Gates for driveways, horse gates, and pedestrian gates shall be evaluated on a case by case basis. Aesthetically pleasing gates with similar or matching color to fence are required. Accepted materials for gates are as follows: Wood, Metal, or Vinyl. Back or side gates for pedestrians should be same materials as fence. Types of operation for gates permitted electric, solar/electric, or manual.
- 14.) **LANDSCAPING PLAN** – Timing is of the utmost consideration in regard to landscaping. Therefore, a basic description of landscaping along with a timeline for finalizing all landscaping after the building process is complete is required

D) AESTHETICS

In keeping with the original concept of Blue Branch Ranch, and the country environment we wish to preserve, the ARC will also consider the aesthetics of home design, barns and outbuildings for materials, exterior colors, placement of dwelling on site, and assure compatibility of design improvements within the Subdivision.

- 1.) **EXTERIORS AND DESIGNS** – Typical exterior surfaces should be up to 90% brick, stone or wood siding (no vinyl siding), log, or combinations of these products, with 10% of other products (glass, metal, etc.) Roofing material can be slate, tile, metal, or composition.

Color considerations include brick or stone, exterior paint, siding, roof, etc. and should be aesthetically compatible with the community, and are subject to approval by ARC.

Installation of all types of exterior items and surfaces, such as address numbers, external ornamentation, outdoor illumination, lights, mail chutes, exterior paint and stain and the like shall be subject to prior approval of the ARC. These same considerations apply to all outbuildings and barns.

- 2.) **SITE PLACEMENT** – Placement of structures on the site must comply with the easements and setback requirements in the covenant. The ARC will also determine if

site placement is considerate of adjacent or surrounding lot owners. Often a simple modification is all that is needed to be in compliance.

E) CONSTRUCTION RESPONSIBILITIES

All members and contractors must adhere to the following procedures during construction:

- 1.) **FRONT GATE** – Please establish a construction gate code during construction. This code should be used by all construction crews and contractors which enter Blue Branch Ranch, and shall be changed after construction is complete.

Property owner is liable for any damage to gates, fencing and common areas caused by crews that are in Blue Branch Ranch with the purpose of construction on your property.

- 2.) **CONTRACTOR RESPONSIBILITIES** – Any builder, whether contractor or member, is responsible to maintain a clean and safe job site. Proper maintenance and disposal of building materials, trash and debris is expected during the entire building process, and property owner will be fined if not maintained in accordance with the Rules and Regulations of Blue Branch Ranch.

The contractor is also responsible for the behavior of crews during construction on Blue Branch Ranch property. Common facilities are solely for the use of Blue Branch Ranch property owner's and guest. This includes the lakes, fishing docks, pavilions and play equipment.

Construction crews and contractors should be respectful of neighbors and the neighborhood. Unacceptable behavior, destruction of roadways, and speeding or reckless driving will not be tolerated.

- 3.) **ELECTRICAL** – Both temporary and permanent electrical hookups, if necessary, must be routed under any secondary roads and not placed on top of roads.
- 4.) **BUILDER SIGNS** – Builder is allowed one sign placed on the property under construction. Builders must remove signs upon occupancy.
- 5.) **RIGHT TO INSPECT** – During reasonable hours, members of the ARC, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the Dwelling thereon, for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and those persons shall not be deemed guilty of trespass by reason of such entry.

- 6.) **CONSTRUCTION HOURS** – Any and all construction activities shall only occur between the hours of seven (7) AM to seven (7) PM.

F.) TIMELINES

The following construction projects shall be completed within the timeframe listed as set by the ARC:

- 1.) Fences 90 days;
- 2.) Pools 90 days;
- 3.) Dwelling 1 year;
- 4.) Initial landscaping up to 1 year after home construction;
- 5.) Barns and outbuildings 90 days;
- 6.) Mailboxes 30 days; and
- 7.) Driveway 30 days.

G.) MISCELLANEOUS

- 1.) **VARIANCES** – The ARC hereby vests all Variance power with the Board of Directors of the Association who shall have the power to grant variances, tolerances or modifications of the standards set forth within the Declarations under circumstances and conditions deemed reasonable, appropriate and prudent by the Board. Matters of “quality”, “adequacy” and “propriety” are to be considered by the Board generally from an aesthetic standpoint, rather than from an engineering standpoint. Upon the approval or denial of any variance by the Board, all ARC members shall sign the approval or denial and present same to the Applicant.
- 2.) **NO LIABILITY** – Neither the Association, nor the ARC, nor the Board nor the officers, directors, managers, members, employees and agents of any of them shall be liable to any person (including Owners and Builders) subject to or possessing or claiming any benefits of the Declarations or the Covenants contained in therein for any damage or injury arising out of their acts under the Declarations or by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. No approval of plans and specifications shall be construed as representing or implying that such plans and specifications will, if followed, result in properly designed improvements and/or improvements built in a good and workmanlike manner. Every person or entity who submits plans or specifications, and every Owner of each and every Lot, agrees that he will not bring any action or suit against Declarant, the Association, the ARC, the Board, or the officers, directors, managers, members, employees and agents of any of them, to recover any such damages and hereby releases,

remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Plans and specifications are not reviewed or approved for engineering or structural design or technical quality of materials, and by approving such plans and specifications neither the ARC, nor the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

- 3.) **FAILURE TO COMPLY** – The Association and/or the ARC may require any Owner to restore such Owner's improvements or alteration to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements or alterations were commenced or constructed in violation of the Declarations. In addition, the Association and/or the ARC may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements or alterations were commenced or constructed. A material violation of the Declarations shall be deemed to have occurred if no prior express written approval of the ARC has been obtained where it was originally required, even if hindsight reveals that the actual plans and specifications would have been approved by the ARC had they been properly and timely submitted.

We, the undersigned, being all of the existing members of the Blue Branch Ranch Architectural Review Committee do hereby certify that we assent to the foregoing Architectural Standards Bulletin and adopt the same as the Architectural Standards Bulletin of the ARC.

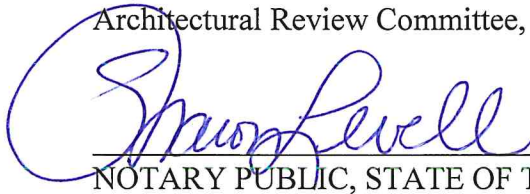
IN WITNESS WHEREOF, we have hereunto subscribed our names as of the 1st day of July, 2021.



Stephen Chernenko, ARC Member

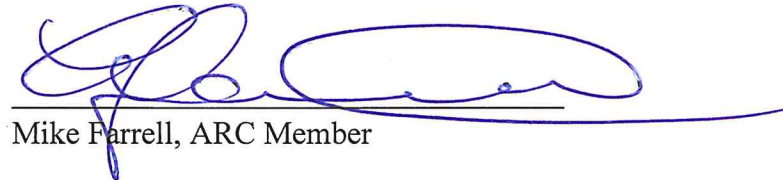
STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on this 1st day of July, 2021, by Stephen Chernenko as an ARC Member of the Blue Branch Ranch Architectural Review Committee, on behalf of said committee.



NOTARY PUBLIC, STATE OF TEXAS

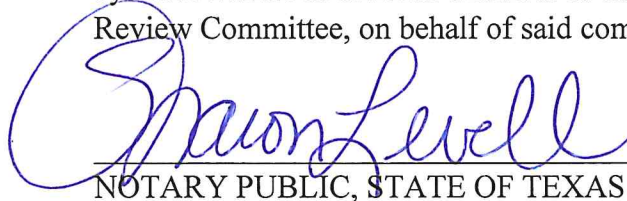




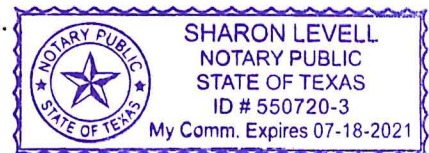
Mike Farrell, ARC Member

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on this 2nd day of July, 2021, by Mike Farrell as an ARC Member of the Blue Branch Ranch Architectural Review Committee, on behalf of said committee.



NOTARY PUBLIC, STATE OF TEXAS



Vicki Henderson

Vicki Henderson, ARC Member

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on this 2nd day of July, 2021,
by Vicki Henderson as an ARC Member of the Blue Branch Ranch
Architectural Review Committee, on behalf of said committee.

Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

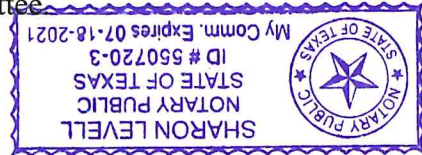


Frank Lima
Frank Lima, ARC Member

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on this 1st day of July, 2021,
by Frank Lima as an ARC Member of the Blue Branch Ranch Architectural
Review Committee, on behalf of said committee.

Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS



Blake Marion
Blake Marion, ARC Member

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me on this 1st day of July, 2021,
by Blake Marion as an ARC Member of the Blue Branch Ranch Architectural
Review Committee, on behalf of said committee.

Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

