

Friars Creek Landing

Protective Covenants

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(Extracted from the Declaration)

**Exhibit B
PROTECTIVE COVENANTS**

1. **LOT USE.** No lot or any part thereof will be used in any manor except for single-family residential purposes, provided, however, that the Private Street Lots may be used for single-family-attached as provided by applicable zoning. Construction of living units and all improvements are restricted to new construction only, constructed from the ground up.
2. **RIGHT TO REPLAT OR RESUBDIVIDE.** Declarant reserves the right to replat or re-subdivide any or all of the Subdivision, without prior approval from property owners within Subdivision, subsequent to compliance with any State and City subdivision standards.
3. **STRUCTURES NOT PERMITTED.** No trailer of any kind or type; prefabricated, modular or manufactured building; mobile home; portable building; tent; shack; outdoor privy; or other structure of a temporary nature will ever be moved onto a Lot or the Common Area, whether temporary or permanent. However, during construction, Declarant or a Builder Member may erect and maintain such structures as are customary in connection with the construction and sale of the Lot, including, but not limited to storage facilities, portable sanitary facilities, signs, and construction trailers. Homes, under construction, may not be used as temporary dwellings.
5. **PERMITTED STRUCTURES.** One (1) single-family residential dwelling or Living Unit will be permitted and constructed on a Lot. All Living Units will be constructed of new materials, on the Lot from the ground up, and approved by the ARC, in writing, in advance of construction. Any deviation in the design or material composition shown on such ARC approved plans and specifications must be approved by the ARC, in writing, in advance of construction. The Living Unit and outbuildings cannot exceed two (2) stories in height. The Living Unit may be a 1-story, 2-story, or split-level residence with a private garage, attached or detached, for not less than two (2) or more than three (3) vehicles. Detached Garages and outbuildings must be of the same construction and exterior finishes (and in the same proportions) as the residential building.
6. **PORTABLE STORAGE BUILDINGS.** Regardless of intended use and whether temporary or permanent mounted, portable storage buildings must be of construction and colors similar with the dwelling (walls and roof). Such buildings may only be in the rear yard and the roof may not exceed 10 feet in height. Metal buildings, metal, fiberglass, plastic, and metal roofs are not permitted. Plans must comply with Protective Covenants, applicable regulatory codes, and must receive (ARC) approval prior to installation.
7. **LIVING AREA.** Residences or dwelling units within Subdivision must contain conditioned "living floor area" square feet of not less than 1,250 square feet. The conditioned living floor area restriction applies to the lots, or any subdivision thereof and excludes basements, garages, breezeways, porches, and balconies (enclosed or not), except as may be authorized by the (ARC). The conditioned living floor area restriction excludes basements, garages (attached or detached), breezeways, porches, and balconies (enclosed or not). Detached garages or other outbuildings are permitted provided the main building conforms to the area square footage as herein required and outbuilding exterior finishes are the same, and in the same proportion) as the main residential building.
8. **EXTERIOR WALL MASONRY.** Dwelling's must have first floor exterior masonry veneer coverage of not less than the amount stipulated in the "Minimum Areas" article of these Protective Covenants, except as may be authorized by the (ARC). Masonry veneer includes Brick, Stone, Rock, or Stucco (or any combination thereof). Fiber cement siding qualifies as masonry veneer only when specifically approved by the ARC. When computing masonry coverage, windows and doors in exterior masonry walls may be counted as masonry veneer.
9. **BUILDING MATERIALS.** Masonry Veneer - Residences or dwelling units' construction within the Subdivision must be of 25% minimum exterior wall masonry veneer which includes brick, stone, rock, or stucco (or any combination thereof). When 100% cement siding is ARC approved, "Masonry Accents", such as wainscoting, accent walls, column bases, or columns are required. Windows and doors in exterior masonry walls may be counted as masonry in the minimum masonry veneer computation. Roofing - Minimum dwelling and outbuilding roofing material is 3-Tab composition shingles (minimum 25-year rated). Metal, wood shake, and wood shingle roofing materials are not permitted.
10. **BUILDING SETBACK.** No Living Unit, Accessory Building or other improvements, or any part thereof, may be located on any lot nearer to front or side-streets than the "Building Lines" shown on the Plat, nor closer to side or rear property lines than in the following table:

Side Property Line	Side Street Property Line	Rear Property Line
Five (5') feet	Ten (10') feet	Ten (10') feet

9. **GARAGES.** Every residence within the subdivision must have an attached or detached garage with an operable overhead sectional garage door(s) to facilitate enclosed parking of a minimum of 2 automobiles. The garage door exterior must be painted or stained to harmonize with the residence and other residences within the Subdivision, and shall at no time, contain "garage door art" of any type or kind, whether painted or applied. Carports are not permitted. Garage conversion to:

- a. Dwelling space (living area) by enclosure is permitted only when alternative garage space, compliant with all covenants and with prior (ARC) approval, is added (attached or detached).
- b. Pet dwelling space, by partial or full wall enclosure in lieu of full garage door is not permitted

11. FENCES: All rear yards must be fenced. Initial fence construction must be complete, prior to Owner occupancy, according to the table below. All New or replacement fences must receive ARC approval prior to construction.

- a. Front Fences are fences that face the front yard.
- b. Rear Fences are fences at the back of a lot that connect divider or side street fences
- c. Divider Fences are fences located parallel to and on a side or rear property line common with two or more lots.
- d. Side Street Fences are fences located parallel to a side street.
- e. Construction must be of Western Red Cedar and may not exceed 6'-0" in height, except as stipulated in the table below. Fence Pickets, on fences facing streets, must be assembled with the smooth side facing the street with all fence framing and backer-rails facing the inside or rear yard of the lot.
- f. Fence Stain. Wood fences are not required to be stained, however if stained, the stain shall be cedar color, equal to or comparable with Flood brand "CWF-UV Oil", PPG brand "Sun-Proof Solid Stain", or alternate authorized by the ARC.
- g. Dog Runs. Any Dog Run must be constructed so that it is not visible from a street, Common Area, or public park.
- h. Fence Connections. Drainage Easements, created by these Protective Covenants, are hereby also designated as a Fence Easement, to the extent necessary to permit yard fences to connect with other yard fences. Lot Owner's may not prohibit adjacent Lot Owner's from connecting to a fence.
- i. Maintenance. Fences must be adequately maintained, functional and in good appearance. Damaged or deteriorated fences must be promptly repaired or replaced. The expense for repair or replacement of divider fences is to be shared equally by the respective property owners, to the extent they share fencing on a common property line. Property Owner's, unable to agree on fence repair or replacement may construct a separate new fence, adjacent to the damaged or deteriorated fence.

Fence	Required Location & Requirements
Front	Generally located 50'- 60' from the rear property line and in-line between houses except when prevented by house plans or other limitations.
Side Street	Corner Lots: 5' <u>inside</u> the side-street property line.
Divider & Rear	Property Line – Must be constructed on the property line. All neighbor rear or side-yard fences must be allowed to connect; regardless of which yard is fenced first.
Rear (Adjacent to Hartrick Bluff Rd.)	<ul style="list-style-type: none"> • Developer installed fence (installed within the 10' Landscape and Fence Easement, shall be owned and maintained by the Home Owners' Association. • Lot access and fence gates, from Hartrick Bluff Road, are not permitted.
Rear (Adjacent to Park)	Property Line – Block 1, Lots 17 through 51: <ul style="list-style-type: none"> • Fence Construction shall be of black wrought iron or powder coated aluminum square tubing (resembling wrought iron), 4' or 6' maximum height, and of style and design stipulated by the Declarant. One, maximum 4' wide, gate is permitted. • Divider Fences must taper to the connection with the rear property line fence at the rate of 4'/12'.

12. PARKING PADS and SIDEWALKS: Construction materials for parking pads and sidewalks will be of concrete, or exposed aggregate concrete. The Owner will be responsible for all maintenance of any parking pads or sidewalks constructed upon its respective Lot.

13. TREES, LANDSCAPING and YARDS: All landscaping will be done with the approval and at the sole discretion of the ARC. Planting of trees, grass and landscaping must be completed immediately after final grading. Front and side yards (from street curbs to fences) must be a minimum 80% grass sod. Yards and Landscaping must be watered, mowed, edged, and trimmed regularly and must be kept free of weeds, leaves and overgrowth at all times. Landscape beds with shrubs are required at the house front between the grass turf and house foundation. Trees must be planted to create a "tree-lined" streetscape, according to the following schedule. The (ARC) may waive tree planting when existing trees or other conditions satisfy this objective:

Yard	Quantity	Species (Minimum 2" caliper)	Yard Location
Front	1	Live Oak, Chinquapin Oak	10' from front property line, midway between driveway & opposite property line

Side Street	1	Mexican or Monterey Oak, Post Oak, Bradford Pear or Native Cedar Elm	At the approximate midpoint between the front and rear property line
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If Owner fails to maintain its respective Lot, Declarant or the Association may, at its option and in its sole discretion, have the grass, weeds, and vegetation cut when and as often as the same is necessary, and have dead trees, shrubs, and plants removed from the Lot. Declarant or the Association may also, at its option and in its sole discretion, remove any excess building materials or building refuse situated on a Lot in violation of the Protective Covenants. The offending Owner or Builder Member of any Lot will be obligated to reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

14. OBSTRUCTIVE LANDSCAPING AT INTERSECTIONS. No fence, wall hedge or shrub planting which obstructs site lines at elevations between 2' and 6' feet above the roadway may be placed or permitted to remain on any corner lot within the triangular area formed by the street lines and a line connecting them at points twenty-five feet 25' from the intersection of the street lines extended. The same site line limitation will apply to any lot within ten feet 10' from the intersection of a street with the edge of a driveway or alley pavement. No trees are permitted within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site line.

15. AIR CONDITIONING EQUIPMENT. No window, roof, or wall type air-conditioner that is visible from any public street will be used, placed, or maintained on or in any Living Unit. No air-conditioning apparatus will be installed on the ground in front of a Living Unit without prior and specific ARC approval.

16. EXTERIOR LIGHTING. All exterior lighting and lighting fixture, of any type or nature, must be approved by the ARC prior to construction and installation. The Board may restrict size and placement of any lighting fixture.

Temporary holiday ornamental lighting does not require prior ARC approval and may be placed on homes and lots only during the period beginning one week prior to Thanksgiving and ending January 10. Such lighting must be completely removed throughout the remainder of the year. Temporary holiday lighting and display plans do not require prior ARC approval; however, excessive displays are not permitted and may be required to be removed at the discretion of the ARC.

17. ATHLETIC & PLAY FACILITIES. Basketball goals, swings, slides, playhouses, sandboxes or any other sporting or play equipment (permanent, temporary) may not be attached to a house front or located in any part of the front section, or side sections of corner lots, of the property without prior written consent of the ARC. Portable sporting or play equipment may be used in front or side yards but must be stored away from public view when not in use and may not be left in the street, driveway, or front or side yard overnight.

18. ANIMALS & Pets. No animals, livestock, poultry or Exotic or Dangerous Animal (as defined below) of any type may be raised, bred or kept on any Lot within the Subdivision, except for cats, dogs or other generally recognized household pets (collectively "Pets").

No more than four 4 Pets (in any combination, but in no event will the combination include more than 2 dogs and 2 cats) may be kept on a Residential Lot designated for single family residences. No Pet may be bred, kept, or maintained for any commercial purpose on a Lot. The ARC may grant authority to keep, maintain, or shelter more than the allowed number of Pets on a Lot, when the ARC, pursuant to receipt of a written application, determines that such applicant has adequate shelter for, and is capable of keeping or maintaining the pets without posing a nuisance to other Owners. The ARC may elect to terminate this authority if its terms or other provisions of the animals and pets covenant are not complied with.

All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws), and in accordance with all rules established by the Association. All Pets must be vaccinated in accordance with local custom and laws. Each Pet should wear a tag provided by a licensed veterinary to evidence the up-to-date vaccination.

All Pets must be kept indoors, in a fenced area or by an electronic animal control device or on a leash. It will be the responsibility of the owner of the Pet to prevent the animal(s) from running loose or becoming offensive or a nuisance to other Owners or occupants.

For purposes of this Covenant, a dog, pet, or animal that creates a nuisance shall mean, but not be limited to, one that:

- a. molests passerby or passing vehicles;
 - b. attacks other animals or persons without provocation;
 - c. is unlicensed or is not vaccinated as required by the Protective Covenants;
 - d. is repeatedly at large;
 - e. turns over garbage cans;
 - f. barks, whines, or howls in an excessive, loud, continuous, or untimely fashion, so as to unreasonably disturb persons;
- or

- g. whose owner fails to appropriately dispose of its feces, including from the pet owner's property when odor becomes offensive to others.

No Pet will be permitted in the Common Area except on a leash, regardless of the animal's nature or training.

It is the responsibility of the owner of a pet to clean up after their pet when in the Common Area or on the private property of others.

The Declarant, ARC, or the Association may notify the owner, in writing, of any offensive activity or other violation of this Covenant and the steps required by Owner to correct the violation. If the offending Owner does not correct a violation and the violation continues, or does not remove the pet or animal upon written request made by the Declarant, ARC, or the Association; or if any Pet endangers the health of an Owner, his guests, invitees, or tenants, or creates a nuisance or an unreasonable disturbance, the Pet must be permanently removed from the Subdivision upon 7 days written notice by Declarant, ARC or the Board to the offending Owner, and the offending Owner will be in violation of the Covenants and subject to any Fine imposed by the Association in accordance with the Declaration.

19. EXOTIC OR DANGEROUS ANIMALS. An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guest, invitees, customers, or tenants, and includes:

- a. Dog breeds of pit bull and rottweiler, regardless of whether the animal is purebred, or mixed breed, or registered with the AKC or similar registration organization.
- b. Poisonous insects, amphibians, or reptiles.
- c. Snakes & Reptiles. Boa constrictors and other constrictor reptiles.
- d. Swine.
- e. Wild animals considered "feral" or wild by nature except guinea pigs, hamsters and gerbils.
- f. Alligators and crocodiles.

Additional breeds of animals may be added to the definition of Exotic or Dangerous Animals from time to time, as determined necessary by the Association Board, at its' sole discretion, and Association Policy will be amended to include such breed of animals.

20. REBUILDING, REPLACEMENT OR REMODELING. All covenants and conditions of these Protective Covenants, the Declaration, Association Board Policy, and any Builder Guidelines, will apply to future rebuilding, replacement, remodeling of and additions to a Living Unit, Accessory Building, and other approved improvements, and to rebuilding in case of total or partial destruction of any existing structure. It will be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty unless prevented by causes beyond the control of the owner or owners. The ARC will approve all plans for repair or reconstruction.

21. EASEMENTS. Easements for installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may alter, obstruct or retard drainage flow within the easements. The easement area of each lot and all improvements in it must be maintained continuously by the owner of the lot, except for those improvements for which a public authority, home owner's association or utility company is responsible. The owner of the property upon which a utility easement is located may use it for lawn purposes. Fencing across easements is permitted provided such fences do not impede the flow of storm water drainage.

Additional Easements Created Herewith. On every Subdivision lot, a 3-foot wide easement, for drainage and divider fence connections, is located along both sides of each side and rear property line.

22. ANTENNA'S. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite, or other signals of any kind will be placed, allowed, or maintained upon a Lot which is visible from any street, Common Area or other Lot unless it is impossible to receive signals from a non-visible location. In that event the receiving device may be placed in a visible location as approved by the ARC. The ARC may require as much screening as possible while not substantially interfering with reception. The Declarant and the Association will have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Property. No satellite dishes will be permitted which are larger than one meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No Multichannel Multipoint Distribution Service ("MMDS") antenna mast may exceed the center ridge of the roofline by the height established by the Telecommunications Act of 1996 (the "Act") as same may be amended from time to time. No exterior antennas, aerials, satellite dishes, or other apparatus will be permitted, placed, allowed, or maintained upon any portion of the Property that transmits television, radio, satellite, or other signals of any kind. The Declarant by promulgating this Section is not attempting to violate the

Act as same may be amended from time to time. This Section will be interpreted to be as restrictive as possible while not violating the Act.

23. SOLAR ENERGY DEVICES. Wherever possible, energy generating solar equipment is to be so placed that it is not readily visible from a street. Installation plans must receive ARC review and approval prior to installation or construction.

24. PARKING. All overnight parking and/or extended periods of parking during the day of vehicles must be in driveways or garages. Regular resident parking of commercial vehicles (vehicles with signs advertising a product or service) "Restricted Vehicles" is permitted only in garages. All Restricted Vehicles must always be concealed from view from any public street.

No lot, street, or alley in the Subdivision will be used for parking or storage, temporary or otherwise, any junked vehicle, abandoned or inoperable vehicle, storage container or pod, trailer or boat, or any part thereof. Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages.

25. VEHICLES, RESTRICTED. Vehicles with tonnage exceeding three-fourths (3/4) ton, campers, mobile homes, motor homes, boats or trailers are not permitted to be parked overnight or for extended periods during the day in, on or about the streets of Subdivision, or be parked in, on or about the front or side yards of any lot therein. When such vehicles are parked in the rear yard they must be screened from adjacent lots and public view.

26. HAZARDOUS CARGO. No vehicle of any size which normally or occasionally transports hazardous cargo, including flammable, explosive or poisonous cargo is allowed in, on or about any part of Subdivision at any time, except in the course of normal home service or repair. Pest control vehicles are permitted within the Subdivision for treatment visits only and may not remain overnight or for extended periods of time during the day, except when parked in enclosed garages.

27. PORTABLE STORAGE CONTAINERS. Temporary portable storage containers, of any type, including Portable On Demand Storage (also know as "PODS") or any similar containers, trailers, or trucks may be placed upon a Lot in conjunction with moving personal belongings, furniture, or fixtures to or from the premises. Such temporary placement, is limited to one portable storage container, trailer, or truck for a period not to exceed 48-hours and must have prior ARC approval. Such approval will include specific driveway placement location which is generally immediately adjacent to the garage door.

28. SIGNS AND POSTERS: Signs or posters of any kind are not permitted on any house, fence, or lot of the Subdivision except one sign, no greater than four (4) square feet in area, advertising the property for sale or signs used by building or remodeling contractor's during construction or remodeling activities. Request to allow larger home builder signs may be submitted for (ARC) approval consideration. One political campaign sign, no greater than 4-square feet in area, or 1 political flag, no greater than 15-square feet in area, may be placed in a front or side-yard for no longer than 30-days in any official election.

29. MAILBOXES: U.S. Mail delivery and deposit will be made to 'cluster mailboxes located per US Postal Service requirements. Curbside mailboxes, to serve adjacent residences, are not permitted.

30. GARBAGE & RUBBISH. No Lot or the Common Area will be used or maintained as a dumping ground for rubbish, garbage, trash, ashes, or other refuse. Such materials may only be kept in sanitary containers as specified by city ordinance which must be stored away from view from a street except on collection day, when they may be placed in the street for pick up no earlier than 12-hours from the time of collection and must be returned to its place of storage within 12-hours of collection.

31. MAINTENANCE & REPAIR. Owner will be solely responsible for exterior maintenance upon each lot and associated building, outbuilding, fence, swimming pool, structure, underground irrigation or water sprinkling system, or improvement which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior fence or wall surfaces and structures, exterior building surfaces (including glass, windows, light bulbs, awnings, door fixtures, and hardware), trees, shrubs and grass, outdoor lighting, walks, driveways, parking areas, and other exterior improvements. Maintenance and repair of all such areas and items will be the sole responsibility of the individual owner. Each owner will, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

32. UNSIGHTLY CONDITIONS. Lot Owners shall keep all unsightly conditions obstructed from the view from any public street, another Lot, Common Area, or Park.

33. NUISANCES. No generally recognized noxious or offensive activity will be carried on upon any Lot nor will anything be done thereon which may be or may become an annoyance or nuisance to other Owners. An Owner may do no act or any work that will impair the structural soundness or integrity of another building or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other living units, improvements or property of the other Owners.

- a. Firearms. There will be no hunting or discharge of firearms of any kind allowed in the Subdivision.
- b. Fireworks. There will be no fireworks allowed in the yards and/or streets of the Subdivision which is in accordance with the city ordinance.
- c. Speakers, Horns, Whistles & Bells. There will be no exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements

situated on the Lot) will be placed or used upon any Lot, provided that outdoor speakers are permitted when volume does not unreasonably disturb others..

34. **CITY and COUNTY REGULATIONS:** Protective Covenants are minimum requirements. City zoning, building and other regulations lawfully in force or hereafter adopted may impose more restrictive limitations on Subdivision activities and property use.

35. **VARIANCES.** The ARC, in its sole discretion, has the authority to grant variances of any setback line, to alter any setback line, to waive any encroachment across or into any setback line, Common Area, or easement, to the extent that the ARC has the authority to waive such encroachment into an easement. The ARC also has the authority to grant variances to reduce a residence living floor area up to 10.0%, and to reduce exterior masonry veneer requirements, or alter any Restrictive Covenant so long as the alteration does not diminish the value or overall integrity of the Subdivision, as the ARC deems necessary. Such variance or waiver will be by written instrument in recordable form, and subject to appropriate governmental approval, if any.

36. **ENFORCEMENT of PROTECTIVE COVENANTS:** Enforcement of Protective Covenants is to be by proceedings at law or in equity, against any person or persons violating or attempting to violate any one or more of the Protective Covenants, either to restrain violation or to recover damages. Should it become necessary for the Declarant, The Association, or an Owner of a Lot to retain the services of an attorney for the specific enforcement of the Protective Covenants contained herein, the person in violation of any of the covenants contained herein agrees to pay for all reasonable attorney's fees and all other reasonable expenses in connection therewith.

37. **INVALIDATION:** Invalidation of any one or more of these covenants, restrictions, conditions and limitations by judgment or court order, will in no way effect any of the other provisions hereof, which will remain and continue in full force and effect.



Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2021038314

As
RESTRICTIONS

Recorded On: June 17, 2021

Parties: FRIARS CREEK HOMEOWNERS ASSOCIATION INC

To FRIARS CREEK LANDING

Comment:

Billable Pages: 38

Number of Pages: 39

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$153.00
Total Fees:	\$159.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

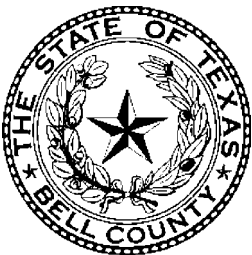
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2021038314
Receipt Number: 204735
Recorded Date/Time: 06/17/2021 10:57:11 AM
User / Station: colonec - BCCCD0639

Record and Return To:

Baird Crews Schiller and Whitaker PC
15 N MAIN ST
TEMPLE, TX 76501-7629



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk