

*After Recording, Return To
Baird, Crews, Schiller & Whitaker, P.C.
15 N. Main Street
Temple, Texas 76501*

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
Of
FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC.,
A Texas Nonprofit Property Owners' Association,
And Of
FRIARS CREEK LANDING,
A Subdivision in the City of Temple, Bell County, Texas**

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PROTECTIVE COVENANTS

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
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A Texas Nonprofit Property Owners' Association
And Of
FRIARS CREEK LANDING,
A Subdivision in the City of Temple, Bell County, Texas**

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

Belfair Development, Inc. a Texas corporation ("Declarant"), is the developer of that certain tract of land situated in Bell County, Texas, more particularly described as

See the attached Exhibit A

(collectively referred to herein as the "Property" and sometimes referred to as the "Subdivision").

Declarant makes and imposes the following covenants, conditions and restrictions upon each of the Lots in the Subdivision, which will be covenants running with the land, for the purposes set forth as follows:

PREAMBLE AND DECLARATION:

Declarant has created and is developing the Subdivision for the benefit of the present and future owners of the Lots (as that term is defined below) within the Subdivision, and desires to create and carry out a uniform plan for the improvement, development and sale of the Lots.

Declarant desires to ensure the preservation of the values and amenities of the Subdivision and for the maintenance of the "Common Area" (as defined below), and to this end desires to further subject the Subdivision to the assessments, charges, fines, and late fees (sometimes collectively referred to as "Charges"), conditions, covenants, easements, reservations and restrictions, and liens set forth below, each and all of which is and are for the benefit of the Subdivision and the owners thereof.

Declarant has deemed it desirable for the enforcement of the "Declaration" (as defined below) to create an "Association" (as defined below) to which will be delegated and assigned the power of administering and maintaining the Common Area in the Subdivision and of administering enforcing the Charges, conditions, covenants, easements, reservations and restrictions, and liens, including levying, collecting, and disbursing the Charges.

There has been or will be incorporated, one or more nonprofit corporations created under the laws of the State of Texas, including the first being FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC., whose directors will establish the Bylaws by which the Association will be governed through its Board of Directors, for the purpose of exercising the functions mentioned in this Declaration. No more than one such non-profit corporation will be in existence at any one time.

Declarant declares that additional land may be annexed into the Association in stages, as provided below and in accordance with Declarant's scheme of the Property. The annexed land will not be dependent upon future stages of the development but will be subject to this Declaration.

Declarant declares that the Subdivision and all future phases or additions to the Subdivision is and will be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following Charges, conditions, covenants, easements, reservations and restrictions, and liens and will be subject to the jurisdiction and

assessments of the Association. Declarant may at any time during the Declarant Control Period, in a document signed by Declarant and filed of record in the Bell County Official Public Records, add land to (aka annex) or withdraw land from the Association (may remove land from being subject to the Declaration and subject to membership in the Association), including adding land in the form of subsequent phases or otherwise, to be subject to the Declaration. Such document may impose additional or alternate restrictions on the added property as the Declaration, as further described in any such filing.

ARTICLE I. PURPOSE

The Subdivision is encumbered by this Declaration for the following reasons:

1. To ensure the best and highest use and most appropriate development of the Properties;
2. To protect Owners against improper use of surrounding Lots to preserve so far as practicable the natural beauty of the Properties;
3. To guard against the erection of unusual, radical, curious, odd, bizarre, peculiar, or poorly designed or proportioned structures of improper or unsuitable materials;
4. To encourage and secure the erection of attractive improvements on each Lot with appropriate locations;
5. To secure and maintain proper setbacks from streets and adequate free space; and
6. In general, to provide for development of the highest quality to enhance the value of investment made by Owners.

ARTICLE II. DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) will have the following meanings.

A. Applicable Law.

"Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of the Governing Documents is applied, and pertaining to the subject matter of the Governing Document provision. Statutes and ordinances specifically referenced in the Governing Documents are "Applicable Law" on the date of the Governing Document, and are not intended to apply to the Subdivision if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

B. ARC and Architectural Review Committee.

"ARC" and "Architectural Review Committee" means the Architectural Review Committee of the Association.

C. Association.

"Association" means FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit property owners' association, its successors, assigns, and replacements as provided in this Declaration, which has jurisdiction over all Properties located within the land encumbered or to be encumbered under this Declaration, as may be amended; and the power, duty, and responsibility of maintaining and administering the Common Area and administering and enforcing the Declaration and any amended or supplemental declaration. The Association is a "property owners association" as that term is defined in Texas Property Code §202.001(2). The

subsequent failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association.

The Association is subject to the Texas Business Organizations Code ("TBOC"). Because provisions of this Declaration address issues covered by the TBOC, this Declaration is a "Governing Document" as defined by TBOC, and any such provision herein is a "Bylaw" as defined by TBOC. When incorporated, the Association is subject to TBOC Chapter 22 - the Nonprofit Corporation Law. When unincorporated, the Association is subject to TBOC Chapter 252 - the Uniform Unincorporated Nonprofit Association Act.

D. Board and Board of Directors.

"Board" and "Board of Directors" means the Board of Directors of FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit property owners' association, its successors, assigns, and replacements as provided in this Declaration, the election and procedures of which are set out in the Certificate of Formation and Bylaws of the Association. The Board of Directors will be the elected body having its normal meaning under Texas non-profit corporate law.

E. Builder Guidelines.

"Builder Guidelines" means a publication of the ARC that sets forth general guidelines as to various standards, including but not limited to construction types, aesthetics, and exterior harmony of any and all improvements placed upon or constructed on any Lot, which publication may be amended by the ARC without notice to the Owners.

F. Builder Member.

"Builder Member" means a builder approved by Declarant and who owns one or more Lots for construction of improvements upon one or more Lot for resale to others.

G. Common Area.

"Common Area" means any easements for the common use and benefit of the Members of the Association, or any real and personal property leased, owned, or maintained by the Association for the common use and benefit of the Members of the Association. Common Area may also include any private streets conveyed to the Association, driveways, driving paths, entrance monuments, security gates, perimeter walls, drainage facilities and detention ponds, esplanade and right-of-way landscaping, any improvement areas lying within indicated public easements or rights-of-way as deemed appropriate by the Board of Directors for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners, safety lanes, marinas, parkland, and other areas as may be shown on the Subdivision Plat or as otherwise created by other documentation.

H. Declarant.

"Declarant" means Belfair Development, Inc., a Texas corporation, its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign. No person or entity purchasing one or more Lots from the Declarant in the ordinary course of business will be considered a "Declarant".

I. Declarant Control Period.

"Declarant Control Period" means the period during which the Declarant intends to develop or sell any portion of the Property. The Declarant Control Period will end only upon written notice

from the Declarant to the Board that Declarant has developed and sold all the Property owned by Declarant or intended to be developed and sold by Declarant.

J. Declaration.

"Declaration" means this Declaration of Covenants, Conditions and Restrictions for FRIARS CREEK HOMEOWNERS' ASSOCIATION, INC., a Texas nonprofit property owners' association, and of FRIARS CREEK LANDING, a subdivision in the City of Temple, Bell County, Texas, and any amendments and supplements to this Declaration made in accordance with the terms of this Declaration.

K. Development Period.

"Development Period" means the period during which Declarant has certain rights pursuant to this Article, such as rights relating to development, construction, expansion, and marketing of the subdivision known as Friars Creek Landing. The Development Period is for a term of fifteen (15) years and does not require that Declarant own land within the Subdivision. The Development Period is different from and longer than the Declarant Control Period. Declarant may terminate the Development Period at any time by recording a notice of termination.

L. Governing Documents

"Governing Documents" means, singly or collectively, this Declaration, Protective Covenants, Rules and Regulations, Policy Manual, Builder's Guidelines, and Bylaws of the Association, as any of these may be amended from time to time.

M. Improved Lot.

"Improved Lot" means a Lot upon which a Residence has been constructed and such Residence is occupied by the Owner or its tenants.

N. Lot or Lots.

"Lot" or "Lots" means any of the plots of land as shown on the Subdivision Plat. The total number of Lots that may be made subject to this Declaration is 150.

O. Majority.

"Majority" means more than half.

P. Majority of Owners.

"Majority of Owners" or "Majority of Members" means, for voting purposes, a number of votes greater than one-half (1/2) of all votes held by all the Owners or Members.

Q. Member or Members.

"Member" or "Members" means all those Owners who are members of the Association as provided in this Declaration.

R. Owner.

"Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Subdivision, including contract sellers and mortgagees who acquire title to a Lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure. Persons or entities having Ownership interests merely as security for the performance of an obligation are not "Owners". Every Owner is a Member of the Association. A reference in any Governing Document or Applicable Law to a percentage or share of Owners or Members

means Owners of at least that percentage or share of the Lots, unless a different meaning is specified. For example, "a Majority of Owners" means Owners of at least a Majority of the Lots.

S. Property or Properties.

"Property" or "Properties" means the properties collectively known as FRIARS CREEK LANDING, and all additions to the Subdivision, as are subject to this Declaration or any amended or supplemental declaration.

T. Protective Covenants.

"Protective Covenants" means the Protective Covenants that affect the use of the Properties as contained in the Protective Covenants set forth in Exhibit B, together with all amendments of the foregoing.

U. Residence.

"Residence" means a single-family residence permitted and constructed on a Lot indicated on the final plat of the Subdivision as a single-family Lot.

V. Restrictions.

"Restrictions" means the covenants, conditions and restrictions that affect the use of the Properties as contained in this Declaration, together with all amendments of the foregoing.

W. Rules and Regulations.

"Rules and Regulations" means the rules and regulations, including those set forth in the Policy Manual, promulgated by the Board of the Association from time to time and which may be filed in the Official Public Records of Bell County, Texas.

X. Subdivision.

"Subdivision" means the Subdivision as defined above.

Y. Subdivision Plat.

"Subdivision Plat" collectively means the map or plat of the Subdivision, filed of record in Instrument Number 2021-29109, Plat Records of Bell County, Texas, and any amendment, replat, or modification to the Subdivision Plat, and any master plat or plan, as may be amended or modified from time to time, for additional properties that may be added from time to time as provided by this Declaration.

Z. Unimproved Lot.

"Unimproved Lot" means a Lot upon which no improvements have been constructed.

ARTICLE III. PROPERTY RIGHTS

Every Owner, guest, invitee, and tenant will have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

1. The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed or situated upon the Common Area and to impose reasonable limits on the number of guests who may use the facilities;
2. The right of the Association to suspend an Owner's right to use any facility for any period during which any assessment of the Association against that Owner's Lot remains unpaid,

- and for infractions by an Owner of the Restrictions, the Protective Covenants, and/or the Association's Rules and Regulations for the duration of the infraction;
3. The right of the Association to grant easements in and to the Common Areas to any public agency, authority or utility for such purposes as benefits the Properties and Owners, or to grant an easement in and to the Common Area for the purpose of providing an easement of ingress, egress and regress to adjoining lands as provided in this Declaration;
 4. The right of the Association to borrow money for the purpose of improving the Common Area, for acquiring additional Common Area, or for constructing, repairing, or improving any facilities located or to be located on the Common Area, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area, provided a Majority of each Class of Members present or represented by proxy at a meeting called for such purpose will approve; provided however, the lien and encumbrance of any such mortgage given by the Association will be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or Owner, or the holder of any mortgage irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Subdivision;
 5. The right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer will be effective unless an instrument agreeing to such dedication or transfer has been approved by a Majority of the Class A Members of the Association which are present or represented by proxy at a meeting duly called for such purpose, and by the Class B Member so long as the Class B membership exists;
 6. The right of the Association to convey small portions of the Common Area to adjacent Owners when, in the sole opinion of the Board, the portion of the Common Area to be conveyed is so small in size, amount and value that it will have no material consequence to or impact upon the Association or the Subdivision or negatively affect the overall usage of the Common Area by the Owners as a result of such conveyance. In such an event, the Board may authorize such conveyance without the joinder of any other Owner; and
 7. The right of the Association to prescribe Rules and Regulations as they may be expanded, amended or otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the Rules and Regulations may change from time to time. The Board has the authority to enforce the Rules and Regulations by all appropriate means, including but not limited to the imposition of fines, if notice and an opportunity to be heard are given, and a Member found to have violated the Rules and Regulations will be liable to the Association for all damages and costs, including reasonable attorney's fees.

ARTICLE IV. ARCHITECTURAL REVIEW

A. ARC Authority and Requirements.

In order to protect the overall integrity of the development of the Subdivision as well as the value of improvements of all Owners, a committee of representatives designated as the Architectural

Review Committee (the "ARC") is established to carry out all duties as noted in this Declaration. The ARC will have full authority to approve and disapprove; change, modify or waive; and ultimately control all construction, development, and improvement activities of any kind (including, without limitation, structures, buildings, building materials, and the placement of the improvements) within the Subdivision. The ARC will require that all improvements are constructed in a good and workman-like manner and in accordance with standard industry trade practices. The ARC will further require that all improvements are architecturally, aesthetically, and ecologically designed to be compatible with Declarant's conceptual plan for the overall Subdivision, is in compliance with the Protective Covenants, and/or is decided by the ARC.

B. Enforce Builder Guidelines.

The ARC may prescribe Builder Guidelines as they may be expanded, amended or otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the Builder Guidelines may change from time to time. The ARC has the authority to enforce the Builder Guidelines by all appropriate means, including but not limited to the imposition of fines, subject to the review of the Board, if notice and an opportunity to be heard are given, and a Member found to have violated the Builder Guidelines will be liable to the Association for all damages and costs, including reasonable attorney's fees. The Board will have the authority to enforce the Builder Guidelines in accordance with this provision in the event the ARC fails to enforce the Builder Guidelines.

C. Approve Plans and Specifications.

No building, structure, fence, structure, accessory building, outbuilding, addition, modification, or construction of any kind will be erected, placed, constructed, maintained, modified, redecorated, or altered, until a complete set of plans and specifications and other reasonably requested information (the "Plans and Specifications") have been formally submitted to the ARC with a written request for approval and the ARC's written approval received. Plans and Specifications which are submitted may contain and include, but not necessarily be limited to the following information: nature, kind, shape, height, and location of the Residence and improvements; floor plans, including square footage, roof pitch, percentage of exterior finish materials, and finished floor and ground elevations; exterior elevations for any building, fence or other structure; a plat or site plan showing easements and the location of any building, fence or other structure (including location of landscaping, light poles and curb cuts, if applicable); exterior lighting and location; samples of exterior finish materials and color samples; and any other plans, specifications or information deemed pertinent by the ARC or Declarant.

The ARC will review all Plans and Specifications submitted in accordance with the procedures described in this Article for compliance with all the requirements of this covenant and for the compatibility of any improvements with the architectural, aesthetic, and ecological goals of the Subdivision and Declarant. It is the intent that all improvements will be compatible with all other improvements in the Subdivision and that they will be in harmony with their natural surroundings. The ARC will have full right and authority to utilize its sole discretion in approving or disapproving any Plans and Specifications that are submitted. It is the intent of the ARC to prevent unusual, radical, curious, odd, bizarre, peculiar, or irregular structures from being built within the Subdivision, and to further prevent the removal of trees and other natural features deemed valuable to the Subdivision and neighbors.

The ARC may disapprove the construction or design of any improvement, or removal of any tree or improvement, on purely aesthetic grounds where, in its sole judgment, such 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. Prior approvals or disapprovals of the ARC pertaining to any improvement or activity or regarding matters of design or aesthetics will not be deemed binding upon the ARC for later requests for approval if the ARC feels that the repetition of such matters will have an adverse effect on the Subdivision. The ARC will have the express power to construe and interpret any covenant that may be capable of more than one construction.

D. Compliance Inspection.

During reasonable hours, members of the ARC, any member of the Board, or any authorized representative of any of them, will have the right to enter upon and inspect any Lot and the improvement or structure for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and said persons will not be deemed guilty of trespass by reason of such entry.

E. Consult Professionals.

The ARC will have the authority to employ professional consultants or architects at the expense of the Association to assist it in performance of its duties, including but not limited to the review of all plans, specifications and other information which are submitted for compliance. The decision of the ARC will be final, conclusive and binding upon the applicant. The ARC members will not be entitled to any compensation for any services rendered pursuant to this covenant, other than as provided in the Bylaws.

F. ARC Member Indemnification

Members of the ARC will not be liable to any person subject to, possessing, or claiming any benefits of this Declaration.

G. Number of ARC Members and Appointing Successor Members.

The number of and initial ARC members and the chair of the ARC will be decided by Declarant, which number will be a minimum of two (2). During the Declarant Control Period, in the event of the death or resignation of any member of the ARC, Declarant will have full power and authority to appoint a successor ARC member or members, chosen in its sole discretion, with like authority. At the termination of the Declarant Control Period, the Board of Directors will appoint any successor members of the ARC.

H. Procedures for Approval.

1. A complete copy of the final Plans and Specifications will be submitted by email to the ARC. Such Plans and Specifications must be submitted at least 30 days prior to the proposed construction of improvements or landscaping. The Plans and Specifications will be considered submitted and all timeframes set forth in this Article will begin as of the date the ARC signs a certified mail receipt or a delivery receipt (the "Date of Submission").
2. At such time as the Plans and Specifications meet the approval of the ARC, the ARC will send written authorization to proceed. If disapproved by the ARC, a copy of the Plans and Specifications will be returned to the submitting party marked "Disapproved" and will be accompanied by a statement of the reasons for disapproval, which statement will be signed by a representative of the ARC. Compliance by the ARC and its response to the Plans and Specifications will be based upon the date the ARC's notice of approval or disapproval is mailed (postmark of certified mail receipt), delivered (signed delivery receipt), or e-mailed to the submitting party and will not be based upon the date the submitting party actually receives such notice of approval or disapproval. Any

modification of the approved set of Plans and Specifications must be resubmitted to the ARC for its approval. The ARC's approval or disapproval will be in writing. In no event will the ARC give verbal approval of any Plans and Specifications.

3. If the ARC fails to approve or disapprove properly submitted Plans and Specifications within 30 days after the Date of Submission, the Plans and Specifications will be deemed to have been *disapproved*.

I. Procedures for Request for Variance:

In the event a variance is requested, Owner or its builder or a Builder Member must submit to the ARC:

1. A complete copy of the final Plans and Specifications, together with any supporting materials and a survey showing the encroachment across or into any setback line or easement, or other basis or grounds for the variance request;
2. A written request for the variance; and
3. Contact information for the Owner and, if applicable, its builder or the Builder Member.

The request for a variance may be by direct delivery or by certified mail to the ARC. The ARC will send its written decision to the Owner or its builder or the Builder Member within 30 days of the ARC's receipt of a request for a variance. If a request for a variance is made prior to the construction of improvements and such variance is granted, the ARC's approval will be conditional and preliminary until all improvements are constructed. Upon final completion of the improvements, the Owner or its builder or the Builder Member must submit to the ARC, in duplicate, an "as built" survey, reflecting the location of all improvements and the encroachment or subject of the variance. The "as built" survey may be submitted to the ARC by direct delivery or by certified mail. The ARC will send its written decision to the Owner or its builder or the Builder Member within 15 days of the ARC's receipt of the "as built" survey. Final ARC approval and granting of the variance will not be given until the ARC receives the final submissions. In the event the encroachment or subject of the variance differs from and exceeds the original request for a variance, the Owner will be subject to a fine. Any fine assessed by the ARC must be paid in full before the ARC approves the request and grants the requested variance.

ARTICLE V. FILING OF GOVERNING DOCUMENTS

It is the intent of the Association to comply with all provisions of the Texas Property Code, and specifically Section 202.006, including but not limited to the filing of the applicable Association Governing Documents in the Official Public Records of Real Property of Bell County, Texas.

ARTICLE VI. PROTECTIVE COVENANTS

The Protective Covenants are set out in the attached Exhibit B.

ARTICLE VII. ANTENNAS

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.

ARTICLE VIII. MODIFICATIONS AND VARIANCES

A. Modifications.

During the Development Period, Declarant will have the authority to modify or waive any and all of the Restrictions or the Protective Covenants that would not, in Declarant's sole discretion, impair or detract from the quality of the Subdivision. Upon the termination of the Development Period, the ARC will have the authority to modify or waive any and all of the Restrictions or the Protective Covenants that would not, in the ARC's reasonable discretion, impair, or detract from the quality of the Subdivision. Such modification or waiver may be by written instrument in recordable form.

B. Variances.

During the Development Period, Declarant, in its sole discretion, has the authority to grant variances of or alter any setback line (but only to the extent that such setback line exceeds the minimum City of 'S standards) (as requested in accordance with ARTICLE IV of this Declaration) and waive any encroachment across or into any setback line (but only to the extent that such setback line exceeds the minimum City of 'S standards), Common Area, or easement (but only to the extent that the ARC has the authority to waive such encroachment into an easement), as Declarant deems necessary. Upon the termination of the Development Period, the ARC will have the authority to grant variances of or alter any setback line (but only to the extent that such setback line exceeds the minimum City of 'S standards) (as requested in accordance with ARTICLE IV of this Declaration) and waive any encroachment across or into any setback line (but only to the extent that such setback line exceeds the minimum City of 'S standards), Common Area, or easement (but only to the extent that the ARC has the authority to waive such encroachment into an easement), as the ARC deems necessary. Such variance or waiver will be by written instrument in recordable form.

ARTICLE IX. EASEMENTS AND ACCESS

A. Facility Easement.

Easements for installation and maintenance of fencing, utilities and drainage facilities (collectively the "Facility Easement") are reserved as shown on the recorded Subdivision Plat, as described in and through the Protective Covenants, or as described in and through any other document filed of record in the Official Public Records of Real Property of Bell County, Texas. Within the Facility Easement, if any, no structure, planting, fence, or other material will be placed or permitted to remain which may damage or interfere with the installation and maintenance of the Subdivision's entryway, signage, or utilities or in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in the area of such Facility Easement (collectively the "Facility Easement Area". The Facility Easement Area of a Facility Easement located on a Lot, if any, and all improvements in such Facility Easement Area

will be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Additionally, a 5' wide Facility Easement adjacent to and running along each side and rear property lines of each Lot is reserved for drainage and for the use of the Declarant and the Association to allow fences to connect with other fences and to allow the Declarant or Association to repair or replace Association improvements, including any entry monuments, and any Owner-neglected fence or other Owner violation, in the Association's Board's sole discretion, in accordance with the terms of this Declaration. Neither the Association nor Declarant, nor any utility company using the Facility Easement will be liable for any damages done by it or its assigns, agents, employees, or servants to shrubbery, streets, flowers, or other property of the Owners situated on the land within the Facility Easement Area and covered by the Facility Easement.

B. Restrictions Within the Facility Easement Area

No Owner of any Lot may damage, deface, or mar the surface of any portion of any improvement constructed or installed within the Facility Easement Area. No structure, planting, fence or other material may be placed or permitted to remain within the Fence Easement that may damage the surface of any improvements constructed by Declarant or the Association or interfere with the right of ingress, egress, or regress over the Facility Easement. Neither the Declarant nor the Association will be liable for any damages done by them or their assigns, agents, employees, or servants to the property of the Owners situated on land covered by the Facility Easement.

C. Right of Ingress and Egress.

There is created a right of ingress and egress across, over, and under the Common Area in favor of Declarant and the Association, for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto.

D. Access Easement Area or Common Area.

An easement is extended and acknowledged to all police, fire protection, ambulance, garbage and trash collector pickup vehicles, and all similar persons to enter upon the Access Easement Area or a Common Area in performance of their duties.

E. Lot Subject to Easements, Conditions, and Reservations.

Each Lot is conveyed subject to all easements, conditions, and reservations shown on the Subdivision Plat and each Owner will take notice of all such easements, conditions, and reservations. No Owner will maintain any condition or improvements in any platted or recorded easement or in any easement granted to the Association by this Declaration or by separate instrument recorded in the Official Public Records of Real Property of Bell County, Texas, which will significantly interfere with the intended use of the easement.

F. Drainage Easement.

Easements for drainage throughout the Subdivision (collectively the "Drainage Easement") are reserved as shown on the Subdivision Plat or by written instrument, including the Protective Covenants, filed in the Official Public Records of Real Property of Bell County, Texas prior to or subsequent to the filing of the Subdivision Plat. No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such Drainage Easement (collectively the "Drainage Easement Area") in a manner that would divert, increase, accelerate, or impede the natural flow of water over and across the Drainage Easement Area or through the Drainage Easement. More specifically and without limitation, no Owner, guest, invitee, or tenant may:

1. Alter, change, or modify the existing natural vegetation of the Drainage Easement Area in a manner that changes the character of the original environment of the Drainage Easement;
2. Alter, change, or modify the existing configuration of the Drainage Easement or the Drainage Easement Area, or fill, excavate, or terrace the Drainage Easement Area, or remove trees or other vegetation from the Drainage Easement Area without the prior written approval of the ARC;
3. Construct, erect, or install a fence or other structure of any type or nature within or upon the Drainage Easement Area unless such fences are found by the ARC not to impede or alter stormwater flow;
4. Permit storage, either temporary or permanent, of any type within or upon the Drainage Easement Area;
5. Place, store, or permit to accumulate trash, garbage, leaves, limbs, or other debris within or upon the Drainage Easement Area, either on a temporary or permanent basis;
6. Walk, play, or otherwise access the Drainage Easement for any reason. An Owner by acceptance of the deed to a Lot hereby agrees to indemnify, defend, and hold harmless the Association for any unauthorized access to or use of the Drainage Easement.

G. Failure by Owner to Comply.

The failure of any Owner to comply with the provisions of this Article will in no event be deemed or construed to impose liability of any nature on the Association, ARC, or Declarant, and the ARC or Declarant will not be charged with any affirmative duty to police, control, or enforce such provisions. Lots containing Association improvements, including, but not limited to the rock entry features acknowledge and agree that such improvements are the property of the Association and the Association has an easement to construct and maintain such features.

ARTICLE X. LOT CONSOLIDATION

Two (2) or more adjoining Lots may be consolidated into a single building site only with written approval of the Declarant and any required governmental approval. Notwithstanding an approved consolidation, (a) each Lot must stand alone as a "self-contained" lot capable of resale to a third party purchaser., i.e. a Residence, its garage and other necessary facilities, e.g. septic tank, lateral lines, etc., must be located and constructed on one (1) platted Lot, in accordance with the Protective Covenants and such other applicable statute, ordinance or; and (b) each adjoining Lot (as existed prior to consolidation) will bear and the Owner will be responsible for all assessments and voting rights attributable to such Lot.

ARTICLE XI. ENFORCEMENT

If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns, or tenants, violates or attempts to violate any of the restrictions and covenants set forth in the Declaration, then the Association, Declarant, or any Owner subject to this Declaration may prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. If there is a failure by any Owner, guest, invitee, or tenant to comply with any restriction or covenant in the Declaration and if irreparable damage to Declarant and other Owners results or would result, then the breach of any provision of the Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms of the Declaration or prohibit violations of the Declaration, and the party bringing such action prevails, then in addition to any other

remedy provided in this Declaration or provided by law, such party will be entitled to recover court costs and reasonable attorney's fees. Neither the ARC, the Association, nor Declarant will be charged with any affirmative duty to police, control, or enforce the terms of the Declaration and these duties will be borne by and be the responsibility of Owners.

ARTICLE XII. MEMBERSHIP IN THE ASSOCIATION, VOTING RIGHTS, AND REGISTRATION

Every person or entity who is a record Owner of a free or undivided interest in any Lot that is subject to the jurisdiction of and to assessment by the Association will be a Member of the Association.

A. Classes of Membership.

The Association has 2 classes of membership:

1. Class A: Class A members will be all Owners and Builder Members, with the exception of Declarant, and will be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons will be members. The vote for the Lot will be exercised as they among themselves determine, but in no event will more than one vote be cast per Lot.
2. Class B: The Class B member will be Declarant. All Class B members will be entitled to three votes for each Lot. Class B membership will cease and be converted to Class A membership upon the earlier of the following events to occur: (a) such time as the Declarant has conveyed and/or sold the last of the Unimproved Lots within the Subdivision and all of the land area comprising the Properties, whether in a single or multiple transaction, to an Owner or to any governmental authority for public use; or (b) such time as the Declarant is using all Lots owned by Declarant and appurtenant improvements constructed on Declarant's Lots for its personal use; or (c) fifteen years from the date this Declaration is recorded in the Official Public Records of Real Property of Bell County, Texas.

B. Eligibility.

Each Member of the Association is eligible to vote in all matters open to and requiring the vote of the membership of the Association. Each Member of the Association is eligible to serve as a representative, director, or officer, except as provided under the provisions of Texas Property Code, as amended, and specifically Section 209.00591, Texas Property Code.

C. Special Voting Requirements.

In the event a vote is required by the Members to alter or amend this Declaration, it will take sixty-seven percent (67%) of the Members who own Lots to approve such amendment or alteration.

D. Registration with the Association.

In order that the Declarant and the Association can properly acquaint every Owner and Member with the Governing Documents and the day-to-day matters within the Association's jurisdiction, each Owner and Member will have an affirmative duty and obligation to provide, and subsequently revise and update, within 15 days after a material change has occurred, various items of information to the Association such as:

1. The full name, mailing address, telephone number, facsimile number, and email address of each Owner and Member;

2. The business address, telephone number, facsimile number, and email address of each Owner and Member;
3. The name, address, and telephone number of other local individuals who can be contacted (in the event the Owner or Member cannot be located) in case of an emergency; and
4. Such other information as may be reasonably requested from time to time by the Association.

In the event any Owner or Member fails, neglects, or refuses to so provide, revise, and update such information, the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information, and the non-cooperating Owner and Member will become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

ARTICLE XIII. COVENANTS FOR MAINTENANCE ASSESSMENTS

A. Charges Levied.

Declarant, for each Lot owned by it within the Properties, covenants, and each Builder Member and every Owner, by acceptance of a deed, whether or not it is so expressed in the deed or other conveyance, will be deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges;
2. Membership Assessments;
3. Special assessments, to be fixed, established, and collected from time to time as provided below;
4. Member Charges levied against individual Owners to reimburse the Association for extra or unusual costs incurred by the Association for curing the Owner's violation of a covenant or restriction contained in this Declaration; and
5. Fines and Late Fees levied against individual Owners. The Charges, together with interest, reasonable attorney's fees, and costs of collection, as provided in this Declaration, will be a charge on the land and will be a continuing lien upon the Lot against which the Charges are made. Each Charge, together with interest, reasonable attorney's fees, and cost of collection as provided in this Declaration, also will be the personal obligation of the Owner of the Lot at the time the obligation accrued.

B. Purposes of Charges Levied.

The Charges levied by the Association will be used for the purpose of promoting the recreation, health, safety, and welfare of the Members, and in particular, for the improvement, maintenance, and operation of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas by the Members.

C. Charges Not Applicable to Declarant.

Regardless of any language to the contrary, the Charges will not apply to Declarant, as owner of or holder of title of any Lot, unless Declarant occupies a Residence constructed upon its Lot, or uses the Lot or Residence for its own personal use. Annual Assessments, Membership Assessments, and Special Assessments (defined below) will not apply to Builder Members in the business of purchasing Lots for construction of improvements and subsequent resale to a third

party, unless the Builder Member occupies the Residence constructed on its Lot, or uses the Lot or Residence for its own personal use.

D. Annual Assessments.

The annual assessments ("Annual Assessments") for both Class A and Class B membership will be determined by the Board of Directors in the manner provided below after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The maximum Annual Assessment may be adjusted by a majority vote of the Board of Directors, without membership vote, but will not increase to more than the greater of:

1. 110% above the prior year's Annual Assessment, or
2. the result of multiplying the prior year's Annual Assessment by a fraction, the numerator of which is the latest Consumer Price Index published on or before the 60th day prior to the date the Board sets the new maximum Annual Assessment rate and the denominator of which is the Consumer Price Index published on the year prior to the one used in the numerator. Consumer Price Index is the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers. In the event the compilation or publication of the Consumer Price Index is substantially revised, transferred to any other governmental department or bureau or agency or is discontinued, then the index (or a substitute procedure which reasonably reflects and monitors fluctuations in consumer prices most nearly the same as the Consumer Price Index) will be used to make the calculations.

The Association may increase the maximum Annual Assessment rate by more than the amount specified in the preceding sentence only upon receipt of a Majority of the votes of the Members who own Lots who are present in person or represented by proxy at a meeting called for vote on the proposed increase, provided a Majority of the Owners are present in person or by proxy at such meeting.

The Annual Assessment will be established by Declarant. The initial Annual Assessment for each Lot will be \$250.00. The Annual Assessment, or a pro rata portion of the initial Annual Assessment based upon the date of closing of the Lot, will be due and payable from the new owner at the closing of the initial sale of the Lot by Declarant to a third party.

E. Membership Assessment.

In addition to the Annual Assessments provided for above, the Association may levy a membership Assessment ("Membership Assessment") on Class A membership at any time a Lot is sold by the Owner, including Declarant and any Builder Member, to a third party. The Membership Assessment will be established by Declarant so long as the Declarant is the Owner of a Lot and thereafter determined and established by the Board. The Membership Assessment will be collected from the purchaser of the Lot at closing.

F. Special Assessments.

In addition to the Annual Assessment, the Association may levy a special assessment ("Special Assessment") on Class A membership and Class B membership as follows:

1. For the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on or which is a part of the Common Area, in an amount determined by the Board;

2. Respond to the unusual emergency needs of the Association as may be expected to appear from time to time, in an amount determined by the Board, or
3. For such other lawful purpose related to the use of the Properties as the Board or the Owners may determine, provided that this assessment will have the approval of a Majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, provided a Majority of the Owners are present in person or by proxy at such meeting. Written notice of the date, time and purpose of the meeting will be sent to all Owners as allowed by the Bylaws of the Association.

G. Member Charge.

In addition to the Annual Assessment and Special Assessment described above, the Association, by vote of the Board, may impose a charge ("Member Charge") upon any Owner for the purposes of reimbursing the Association for all direct and indirect costs incurred by the Association with regard to the maintenance, repair, or replacement of improvements on any particular Lot when the Board has determined the maintenance, repair, or replacement of improvements associated with the Lot has been neglected to the point where conditions existing on the Lot are not in conformance with the maintenance obligations set forth in this Declaration, or an Owner places anything in the Common Area. The Owner of the Lot will be notified in writing of the Board's determination and the specific deficiencies found to exist. The Owner will be afforded a reasonable period of time to respond to the Board's notice and to correct the deficiencies. The Owner will be assessed the cost necessary to reimburse the Association for any and all costs to secure compliance, including attorney's fees.

H. Fines and Late Fees.

In addition to the Annual Assessment, Special Assessment, and Member Charge described above, the Association, by vote of the Board, may impose fines and late fees (sometimes referred to as "Fine and Late Fee" or "Fine or Late Fee") upon any Owner for non-compliance or violations of the covenants of the Declaration or for late or nonpayment of any Annual Assessment, Special Assessment, or Member Charge. The Owner of the Lot will be notified in writing of the Fine or Late Fee assessed to the Owner and the cause of such Fine or Late Fee. The Owner will be afforded a reasonable period of time and notice to pay the applicable delinquent Annual Assessment, Special Assessment, or Member Charge, prior to the assessment of any Fine or Late Fee. The Owner will be assessed the cost necessary to reimburse the Association for any and all costs to secure compliance, including attorney's fees.

I. Due Dates, Budget, and Late Charges.

The Annual Assessments will be due and payable and collected as the Board of Directors determines. The amount of the Annual Assessment will be an amount that bears the same relationship to the Annual Assessment provided for above as the remaining number of months in that calendar year bear to twelve. The Board will use reasonable efforts to provide each Owner with an invoice statement as of the appropriate amount due, but any failure to provide a notice will not relieve any Owner of the obligation.

The due date of any Special Assessment will be as set out above or as fixed in the resolution authorizing such assessment.

The Member Charge and Fine and Late Fee are due and payable within 30 days after the Owner was served with notice by the Association of the amount of the Member Charge or Fine or Late Fee.

Each year, the Board of Directors will adopt an annual budget and set the amount of the Annual Assessment, taking into consideration the Association's operating cost for the then current year, expected increases or decreases in the costs over the next year, and future needs of the Association. The annual budget will be adopted by the Board at least 30 days prior to the commencement of each calendar year.

Any assessment, Member Charge, or Fine or Late Fee not paid within 30 days after the due date will bear interest from the due date at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law. If the Board refuses or fails to determine a rate of interest, the rate of interest will be the lesser of (i) 18% per annum, or (ii) the maximum rate allowed by law.

J. Remedies and Lien for Annual Assessment, Special Assessment, Member Charge, and Fine and Late Fee.

Each Owner, by his acceptance of a deed to a Lot, expressly vests in the Association, or its agents, the right and power to bring all actions against the delinquent Owner personally for the collection of the Charge as a debt and to enforce the lien by all methods available for the enforcement of liens, including judicial foreclosure by an action brought in the name of the Association, and grants to the Association the power of sale in connection with the lien. The President of the Board of Directors will have the right to appoint an agent and trustee, to mail and file the notices required by Texas Property Code, to file suit, to conduct the sale, and to otherwise comply with the statutes of the Texas Property Code, and specifically Section 209, Texas Property Code. The lien provided for in Section 209, Texas Property Code, will be in favor of the Association and will be for the benefit of all other Owners. No Owner may waive or otherwise escape liability for the Charges for nonuse of the Common Area or abandonment of his Lot.

In addition to the foregoing charges for delinquent accounts, each Owner will be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees, as and when allowed by law, and such reasonable late charges and collection charges as the Board of Directors may establish, all of which will also be subject to the liens of the Association.

In the event of a delinquent account, the Association will provide all notices to the delinquent Owner as required by Texas Property Code, Section 209, or other Applicable Law, and will apply all payments received to the Owner's debt in accordance with Section 209.0063, Texas Property Code.

Notice of the lien may be given, but is not required, by the recordation in the Official Public Records of Real Property of Bell County, Texas, of an affidavit of delinquent payment and notice of assessment lien, duly executed by an officer, managing agent, attorney, or officer of the Association, setting forth the amount owed, the name of the last known Lot Owner or Owners of record, and the legal description of the Lot.

At any foreclosure, the Association will be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any foreclosure, the occupants of the Lot will be required to pay a reasonable rent for the use of the Lot and its improvements. Their occupancy of the Lot will constitute a tenancy-at-sufferance, and the purchaser at the foreclosure sale will be entitled to appoint a receiver to collect rents and, further, will be entitled to sue for recovery of possession of such Lot by forcible detainer or by Writ of Possession.

The lien of the Charges will be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to the Charges, provided, however, that such subordination

shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. The sale or transfer will not relieve the Lot from liability for any Charges thereafter becoming due nor from the lien of any subsequent Charge.

ARTICLE XIV. OPERATING FUND

The Board, for the benefit of the Owners, shall establish and maintain an operating fund into which shall be deposited the Charges collected from Owners and which operating fund shall be used, without limitation, for the payment of the following:

1. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
2. Care and preservation of the Common Area.
3. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors, (provided that any contract for management of the Association will be terminable by the Association, with no penalty, upon 90 days prior written notice to the managing party) and the services of other personnel as the Board of Directors or the manager deems necessary.
4. Legal and accounting services.
5. A policy or policies of insurance insuring the Common Area, the Association, its Directors, and Officers against any liability to the public or to the Owners (and/or guests, invites, or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors.
6. Workers compensation insurance to the extent necessary to comply with any applicable laws.
7. Such fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable.
8. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes, or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion is necessary or proper for the enforcement of this Declaration.
9. Perpetual maintenance and enhancement of all Common Area including any portion of the private streets owned or maintained by the Association, walls, gates, grounds, landscaping, lights, irrigation, and electric for right-of-way and all entry monuments, walls, and signs owned or maintained by the Association.
10. Enforcement of all this Declaration, the Protective Covenants, Builder Guidelines, and Rules and Regulation.
11. The operation of the ARC.

ARTICLE XV. GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

A. General Powers and Duties.

The Board, for the benefit of the Owners, will have the following general powers and duties, in addition to the specific powers and duties provided in this Declaration and in the Bylaws of the Association:

1. To execute all declarations of Ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.
2. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board see fit.
3. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.
4. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.
5. To make reasonable Rules and Regulations for the operation of the Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument signed by a Majority of the Owners,
6. To make available for inspection by Owners within 60 days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals. Requests to examine the Association's books, records, and financial statements will be made, in writing, by certified mail, in accordance with the provisions of the Texas Property Code, as amended, and specifically Section 209.005, Texas Property Code.
7. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.
8. To enforce the provisions of any Rules and Regulations, Builder Guidelines and Protective Covenants or other provisions of this Declaration or the Bylaws of the Association, and to enjoin and seek damages and fines from any Owner for violation of the same.
9. To collect all Charges, and enforce all penalties for non-payment including the assessment of a Fine and Late Fee, the filing of liens and the institution of legal proceedings.
10. To establish or amend a monetary "fines" system which shall include due process hearings and a discretionary range of fine amounts, which, when levied, shall constitute a permitted Member Charge secured by the lien herein established.
11. To establish reserve funds which may be maintained or accounted for separately from other funds maintained for annual operating expenses.
12. To convey small portions of Common Area to adjoining Owners if, in the opinion of the Board, such conveyance does not materially impact the Association or the Subdivision or negatively affect the overall usage of the Common Area by the Owners.

13. To retain and pay for the services of a person or firm (the "Manager"), which may include Declarant or any affiliate of Declarant, to manage and operate the Association, including its property, to the extent deems advisable by the Board. The members hereby release the Association and the Members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

B. Exclusive Right to Contract for Goods, Services, and Insurance.

The Board will have the exclusive right to contract for all goods, services, and insurance payment of which is to be made from the operating fund and the exclusive right and obligation to perform the functions of the Board except as provided in this Declaration.

C. Authority to Contract for Performance of Services.

The Board, on behalf of the Association, will have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms of this Declaration, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable, and in the best interest of the Association

ARTICLE XVI. COMMON AREAS

Any and all Common Areas will be for the common use and benefit of each Member of the Association. The initial Common Areas will include the Subdivision's entryway and its landscaping, and any drainage or detention pond.

This ARTICLE XVI will not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property, nor from acquiring title to real property which may or may not be subject to this Declaration, nor from disposing small tracts of Common Area in accordance with the provisions of this Declaration.

ARTICLE XVII. INSURANCE AND CONDEMNATION

A. Fire, Hazard, and Casualty Insurance.

1. Each Owner, at his sole cost and expense, covenants and agrees with all other Owners and the Association to carry all-risk casualty insurance on their Lot. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the Owner will proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original Residence. In the event the Residence is totally destroyed and the Owner determines not to rebuild or reconstruct, the Owner will clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of the construction.
2. Each Owner will be responsible, at his own cost and expense, for personal liability insurance to the extent not covered by the Association and public liability insurance acquired by the Association on behalf of all Owners with respect to the Common Area. Each Owner will be responsible, at his own cost and expense, to obtain and maintain hazard and/or liability insurance on the Lot once the Residence has been constructed on a Lot.

B. Property and Public Liability Insurance With Respect to Common Area, Errors and Omissions and Indemnification.

1. The Board of Directors may, at the Board's sole discretion, obtain and continue in effect property insurance, to insure the buildings and structures in the Common Area, naming the Association as beneficiary with an endorsement to the mortgagee, if any, against risks of loss or damage by fire and other hazards as are covered under standard fire and extended coverage provisions. This insurance will also include coverage against vandalism.
2. The Board of Directors may, at the Board's sole discretion, obtain comprehensive public liability insurance in such limits as it deems desirable, insuring the Association, its agents and employees, and each Owner, from and against liability in connection with the Common Area.
3. The Board of Directors may, at the Board's sole discretion, obtain liability insurance covering errors and omissions of directors, officers, managers, employees, and representatives of the Association, and fidelity bonds for all officers and employees that have control over the receipt or disbursement of funds.
4. The Association may indemnify directors, officers, employees, and agents and may purchase a policy or policies insuring the Association, its Directors, and Officers against any liability to the public or to the Owners (and/or guests, invitees, or tenants) incident to the operation of the Association in any amount or amounts determined by the Board.

C. Insurance Premiums with Respect to Common Area.

All costs, charges, and premiums for all insurance with respect to the Common Area that the Board of Directors authorizes will be a common expense of all Owners and will be part of the annual assessment.

D. Other Insurance.

None of the above prevents the Board of Directors from obtaining other insurance as may be required by law (e.g. workers compensation) or other insurances which may become the norm for properties of this nature.

E. Condemnation.

If part or all of the Common Area is taken or condemned by any authority having the power of eminent domain, any compensation and damages will be paid to the Association. The Board of Directors will have the exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting the to-be-condemned Common Area. The Owners may, by vote of 75% or more of the total voting power, agree to distribute the proceeds of any condemnation or taking by eminent domain, to each Owner and his mortgagee, if any, as their interest may appear. In the event that the Owners do not agree, the proceeds will be added to the funds of the Association, and the Association will decide on whether or not to replace or restore, as far as possible, the Common Area so taken or damaged.

The Association will give timely notice of the existence of the proceedings to all Owners and, if information is available, to their mortgagees, if any. The expense of participation in the proceedings will be common expenses chargeable to the Owners.

F. Insufficient Proceeds.

If the insurance or condemnation proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in this Declaration.

ARTICLE XVIII. AMENDMENT AND ANNEXATION

This Declaration will remain in force and effect for a period of 30 years after this Declaration is recorded, and each 10th anniversary thereafter, this Declaration will be renewed and continued for a period of 10 years unless amended as provided in this Declaration. This Declaration may be amended by written instrument approved by the affirmative vote of the sixty-seven percent (67%) of Owners in the Association. The amendment will be effective when it is certified by the President of the Association as to the requisite number of votes and recorded in the Official Public Records of Real Property of Bell County, Texas. Any amendment so certified and recorded will be conclusively presumed to have been duly adopted. Declarant will have the right to file an amendment to this Declaration, or any other Restrictive Covenant that may be filed, for any reason, without the necessity of joinder by any other Owner, at any time during the Development Period. Notwithstanding the foregoing, after the termination of the Development Period, Declarant will have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms of this Declaration, or for the purpose of making such additions or amendments to this Declaration as may be required by FHA, HUD, VA, or other governmental authority to qualify the Properties for mortgage guaranties issued by FHA or VA.

During the Development Period, Declarant will have the right, privilege, and option to annex additional land to make it subject to this Declaration by filing in the Official Public Records of Real Property of Bell County, Texas, an amendment annexing additional property. Additional property may also be annexed and made subject to this Declaration by written instrument approved by the affirmative vote of a Majority of Owners of the Association and filed of record in the Official Public Records of Real Property of Bell County, Texas.

ARTICLE XIX. GOVERNMENTAL REQUIREMENTS

By acceptance of a deed to a Lot, or initiating construction of improvements to a Lot, each Builder Member and contractor assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, including, but not limited to those promulgated or issued by the Environmental Protection Agency or any other governmental authority and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.), and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of the Texas Water Development Board and Texas Water Commission, related to each Lot, including, without limitation, the provisions of chapters 325 and 331, Texas Administrative Code, and any specific rulings made pursuant to the terms of the foregoing. The foregoing references are made for the benefit of builders and contractors and do not in any way limit the terms and requirements of this covenant and the requirement that all Builder Members and contractors comply with all governmental regulations, and any plan required by such regulations such as Storm Water Pollution Plan, affecting each Lot and construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable NPDES permit prior to the start of construction. Each Builder Member and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant from all cost, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

By acceptance of a deed to a Lot, each Builder Member and Owner accepts responsibility to maintain his or its Lot so that any storm water drainage ditch(es) do not fill up, become clogged, or prohibit the free flow of drainage or pollute storm water.

By acceptance of a deed to a Lot, each Builder Member and Owner agrees that Declarant and the Association will have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority. The Declarant and the Association may enter the upon the Lot for the purpose of curing any violation, provided that the Owner or Builder Member has been given 5 days prior written notice and has failed to remedy the complained of violation within such time. Each Owner and Builder Member indemnifies and holds harmless Declarant and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner or Builder Member with respect to his Lot or the Properties. The foregoing remedy will be cumulative of all other remedies for violations of provisions of these covenants.

ARTICLE XX. GENERAL PROVISIONS

A. Interpretation.

If this Declaration or any word, clause, sentence, paragraph, or other part thereof will be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration will govern. Whenever in the application of the provisions of this Declaration, or any amendment hereto, conflict with the application of any provision of the Bylaws of the Association, or any other restriction or covenant filed separately or as a part of this Declaration, the provisions or application of this Declaration shall prevail.

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration is omitted from this Declaration, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision will be supplied by inference.

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, will in all cases be assumed as though in each case fully expressed.

B. Notices.

Any notice required to be given to any Owner or Member will be complete when the notice is:

1. deposited in the United States Postal Service mail, postage prepaid, and addressed to the Owner or Member at the last known address as shown by the records of the Association;
2. faxed to the Owner or Member at the last known facsimile number as shown by the records of the Association and a confirmation of successful transmission is obtained and filed by the Association; or
3. emailed to the Owner or Member at the last known email address as shown by the records of the Association.

C. Communications.

This Declaration is drafted in an era of rapidly changing communication technologies. Declarant does not intend to limit the methods by which the Association and Owners, together with its

employees, tenants, guests, invitees, and customers, communicate with each other. Such communications may be by any method or methods that are available and customary. For example, if the Association is required by the Governing Documents or applicable law to make information available to Owners of all Lots, that requirement may be satisfied by posting the information on the Association's website or by using electronic means of disseminating the information, unless applicable law requires a specific method of communication. It is foreseeable that meetings of the Association and voting on issues may eventually be conducted via technology that is not widely available on the date of this Declaration. The Association may adopt and employ a combination of methods to communicate with Owners, including both traditional communication and technology.

D. Headings.

The headings contained in this Declaration are for reference purpose only and will not in any way affect the meaning or interpretation of this Declaration.

E. Invalidation.

Invalidation of any one or more of these covenants, restrictions, conditions, and limitations by judgment or court order, will in no way affect any of the other provisions of this Declaration which will remain and continue in full force and effect.

F. Compliance.

These covenants, restrictions, conditions, and limitations are in all respects subject to any required governmental approval and any applicable zoning regulation lawfully in force or hereafter adopted.

[[SIGNATURES ON FOLLOWING PAGE]]

EXECUTED to be effective on 6-7-, 2021.

BELFAIR DEVELOPMENT, INC.,
A Texas Corporation, Declarant

By: [Signature]
James I. Howe, President

ACKNOWLEDGMENT

State of Texas
County of Bell

This instrument was acknowledged before me on June 7, 2021, by James I. Howe in his capacity as President of BELFAIR DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
Baird, Crews, Schiller & Whitaker, P.C.
Attn: Juli A. Bryan/sma
15 North Main Street
Temple, Texas 76501
www.beswlaw.com

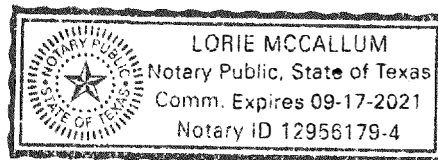


TABLE OF ASSESSMENTS

Type	Who	Amount	Due By
Resale Certificate Fee	Lot Owner/Third Party Buyer (as agreed)	\$285 (+) \$50 Expedite Fee	Upon request of Resale Certificate
Membership Assessment	Lot Owner	\$250.00	Lot closing
Annual Assessment	Lot Owner	\$250.00	Full Payment by January 1; Two equal payments on January 1 and March 1; or Four equal payments on January 1, February 1, March 1 and April 1
Member Charge	Lot Owner	TBD	TBD
Late Fee on Dues	Lot Owner	\$25 (+) interest	Each Notice
1 st Restrictions Violation Fine	Lot Owner	\$50 (+) interest	See Policy Manual
Repeat Restrictions Violation Fine	Lot Owner	\$100 (+) interest	See Policy Manual
Continuous Restrictions Violation Fines	Lot Owner	\$500 (+) interest	See Policy Manual

*Assessments are due and payable in accordance with the Minutes and Declaration, on a per Lot basis, beginning with the calendar year 2021.

EXHIBIT A
LEGAL DESCRIPTION\

Lots One through Fifty-six (1-56) inclusive, in Block One (1), Lots One through Eleven (1-11), inclusive in Block Two (2), Lots One through Fourteen (1-14), inclusive in Block Three (3), Parcel A, Parcel B, and Parcel C, Final Plat of Friars Creek Landing, a subdivision in the City of Temple, Bell County, Texas recorded in Instrument Number 2021-29109, Official Public Records of Real Property of Bell County, Texas.

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 *****

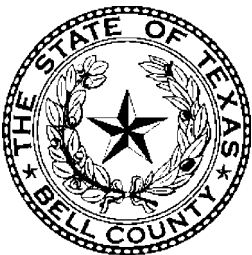
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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