Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

HONEY GLEN ACRES HOA, INC.
File Number: 804206014

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/25/2021

Effective: 08/25/2021

Jose A. Esparza
Deputy Secretary of State

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $25

Certificate of Formation
Nonprofit Corporation

Filed in the Office of the Secretary of State of Texas
Filing #: 804206014 08/25/2021
Document #: 1074298950002
Image Generated Electronically for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

HONEY GLEN ACRES HOA, INC.

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
BRANDON WHATLEY

C. The business address of the registered agent and the registered office address is:

Street Address:
4404 CEDAR CREEK ROAD TEMPLE TX 76504

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☑ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **BRANDON WHATLEY** Title: **Director**

Address: **4404 CEDAR CREEK ROAD TEMPLE TX, USA 76504**

Director 2: **STEPHEN MCELROY** Title: **Director**

Address: **4404 CEDAR CREEK ROAD TEMPLE TX, USA 76504**

Director 3: **GWEN WHATLEY** Title: **Director**

Address: **4404 CEDAR CREEK ROAD TEMPLE TX, USA 76504**

Article 4 - Organization Structure

☑ A. The corporation will have members.

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Corporation is organized to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as HONEY GLEN ACRES, an addition to Bell County,

Texas; and to promote the health, safety and welfare of the residents within this property and any additions brought within the Jurisdiction of this Corporation, and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as stated in the Declaration of Covenants, Conditions and Restrictions ("Declaration") applicable to the property and recorded or to be recorded with the county clerk of Bell County, Texas, and as amended, the Declaration being incorporated here as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses connected with assessments and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and

(c) Have and exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation laws of the State of Texas by law may have or exercise.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

W. RANDY HARRELL **2106 BIRD CREEK DRIVE, TEMPLE, TEXAS 76502**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

W. RANDY HARRELL
Signature of organizer.

FILING OFFICE COPY

IRS.gov

EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ **5. EIN Confirmation**

Congratulations! Your EIN has been successfully assigned.

EIN Assigned: **87-2398823**

Legal Name: **HONEY GLEN ACRES HOA INC**

IMPORTANT:

Save and/or print this page and the confirmation letter below for your permanent records.

The confirmation letter below is your official IRS notice and contains important information regarding your EIN.

CLICK HERE for Your EIN Confirmation Letter Help with saving and printing your letter

Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN. Continue >>

Help Topics

- What if I do not have access to a printer at this time?
- Can I access this letter at a later date?

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-30-2021

Employer Identification Number:
87-2398823

Form: SS-4

Number of this notice: CP 575 A

HONEY GLEN ACRES HOA INC
4404 CEDAR CREEK ROAD
TEMPLE, TX 76504

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-2398823. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120H 04/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is HONE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575A 08-30-2021 HONE B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 08-30-2021
EMPLOYER IDENTIFICATION NUMBER: 87-2398823
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

HONEY GLEN ACRES HOA INC
4404 CEDAR CREEK ROAD
TEMPLE, TX 76504

Form 401-A
(Revised 12/09)

Acceptance of Appointment and Consent to Serve as Registered Agent §5.201(b) Business Organizations Code

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for

HONEY GLEN ACRES HOA, INC.

Name of represented entity

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x: Brandon Whatley — BRANDON WHATLEY — 09/15/2021

Signature of registered agent | *Printed name ofregistered agent* | *Date (mm/ddlyyyy)*

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of

Name of organization designated as registered agent

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

Name of represented entity

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

x:

Signature of person authorized to act on behalf of organization | *Printed name of authorized person* | *Date (mm/ddlyyyy)*

MINUTES OF THE ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS OF HONEY GLEN ACRES HOA, INC.

The organizational meeting of the Board of Directors of HONEY GLEN ACRES HOA, INC., a Texas non-profit corporation, was held at 4404 CEDAR CREEK ROAD, TEMPLE, TEXAS 76504, on September 15, 2021

The undersigned, being all of the members of the initial Board of Directors of HONEY GLEN ACRES HOA, INC. named in the Corporation's Certificate of Formation filed with the Secretary of State of Texas were present. The undersigned waived notice of the meeting as evidenced by the attached Waiver of Notice signed and appended hereto.

BRANDON WHATLEY was appointed Chairman of the meeting and GWEN WHATLEY was appointed Secretary of the meeting.

CERTIFICATE OF FORMATION

The Secretary then presented and read to the meeting a copy of the Certificate of Formation and reported that the original thereof was filed in the office of the Secretary of State of the State of Texas on AUGUST 25, 2021, and that the Secretary of State issued a formal Acknowledgment of Filing to the Corporation on that date. The Secretary presented the Acknowledgment of Filing annexed to an approved duplicate of the Certificate of Formation as filed and it was ordered inserted into the corporate record book.

BYLAWS

The Secretary then presented a proposed form of bylaws. The proposed bylaws were read to the meeting, considered and upon motion duly made, seconded and carried, were adopted as and for the Bylaws of the Corporation and ordered signed and inserted into the corporate record book. The Secretary of the Corporation was instructed to maintain a copy of the Bylaws at the principal office of the Corporation available for inspection by the members of the Corporation.

PRINCIPAL OFFICE

Upon motion duly made, seconded and carried, it was

RESOLVED, that the Corporation's principal office be located and maintained at 4404 CEDAR CREEK ROAD, TEMPLE, TEXAS 76504, and that meetings of the Board of Directors from time to time may be held either at the principal office or at such other place as the board of directors shall from time to time order.

MINUTE BOOK AND CORPORATE RECORDS

The Secretary submitted to the meeting the corporate record book for maintenance of the Corporation's records. Upon motion duly made, seconded and carried, it was

RESOLVED, that the corporate record book is adopted as the record book of the Corporation, and further,

RESOLVED, that the Corporation maintain appropriate corporate records in the corporate record book, including but not limited to originals, copies or certified copies of the Corporation's original and any amended, corrected or restated, Acknowledgment of Filing, Certificate of Formation, Bylaws, minutes of meetings, and written consents.

OFFICERS

The Chairman of the meeting then called for the election of officers of the Corporation. The following persons were nominated to the office preceding their name:

Office	Name
President	BRANDON WHATLEY
Secretary	GWEN WHATLEY
Treasurer	STEPHEN MCELROY

No further nominations being made, the nominations were closed and the directors proceeded to vote on the nominees. The Chairman announced that the foregoing nominees were elected to the offices set before their respective names to serve as such at the pleasure of the Board of Directors or pursuant to the terms of any written employment agreement executed by the Corporation and the respective officer.

BANK ACCOUNT

Upon motion duly made, seconded and carried, it was

RESOLVED, that the Corporation establish in its name one or more accounts with one or more financial institutions on such terms and conditions as may be agreed with said financial institutions, and that the officers of the Corporation are authorized to execute any resolutions required by said financial institutions for such accounts and to designate the person or persons authorized to write checks on such accounts on behalf of the Corporation.

ORGANIZATIONAL COSTS

Upon motion duly made, seconded and carried, it was

RESOLVED, that the attorney's fees, filing fees and other expenses and charges incurred and that may be incurred by the Corporation or persons acting on behalf of the Corporation in

connection with the formation of the Corporation are reasonable and shall be paid or reimbursed by the Corporation.

FURTHER INSTRUCTIONS TO OFFICERS

Upon motion duly made, seconded and carried, it was

RESOLVED, that the officers of the Corporation are authorized to do all things and take all action necessary and helpful to carry out the above resolutions and all acts of the officers and any persons acting for the Corporation which are consistent with the above resolutions are ratified and adopted as the acts of the Corporation.

The Chairman asked whether there was any further business to come before the Directors at this meeting, and there being no response, the meeting was adjourned.

DATE: 9/15/2021

Gwen Whatley
GWEN WHATLEY
Secretary

APPROVED:

Brandon Whatley
BRANDON WHATLEY

Gwen Whatley
GWEN WHATLEY

Stephen McElroy
STEPHEN MCELROY

WAIVER OF NOTICE AND CONSENT

RESOLVED, that the undersigned, being all of the members of the initial Board of Directors of HONEY GLEN ACRES HOA, INC. named in the Corporation's Certificate of Formation filed with the Secretary of State of Texas by approving the Minutes of the Organizational Meeting of the Directors, and by this resolution, do hereby waive notice of the time and place of the meeting, consent to the meeting and approve the contents of the Minutes of the Organizational Meeting of the Directors.

Brandon Whatley

BRANDON WHATLEY
Date signed: 9/15/2021

Gwen Whatley

GWEN WHATLEY
Date signed: 9/15/2021

Stephen McElroy

STEPHEN MCELROY
Date signed: 9/15/2021

Honey Glen Acres HOA, Inc.
Management Certificate

Name of Subdivision:	Honey Glen Acres
Subdivision Recording Data:	The plat of the Subdivision recorded as instrument no. 2021-06597A&B, Official Public Records, Bell County, Texas
Declaration Recording Data:	The Declaration recorded as instrument no. 2021060065, Official Public Records, Bell County, Texas
Name of Association:	Honey Glen Acres HOA, Inc., a Texas nonprofit corporation
Mailing Address of Association:	4404 Cedar Creek Road, Temple, TX 76504
Name of Person Managing Association or Association's Designated Representative:	Brandon Whatley
Mailing Address of Person Managing Association or Association's Designated Representative:	4404 Cedar Creek Road, Temple, TX 76504

Honey Glen Acres HOA, Inc., a Texas nonprofit corporation, by:

Brandon Whatley

Brandon Whatley, President

This instrument was acknowledged before me by Brandon Whatley, President of Honey Glen Acres HOA, Inc., a Texas nonprofit corporation, as an act of the corporation, on SEPT. 15, 2021.

Notary Public, State of Texas

My commission expires: _____

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2021060152
As
CERTIFICATE

Recorded On: September 15, 2021
Parties: HONEY GLEN ACRES HOA INC
To HONEY GLEN ACRES
Comment:

Billable Pages: 1
Number of Pages: 2

(Parties listed above are for Clerks' reference only)

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

CLERKS RMF:	$5.00
COURT HOUSE SECURITY:	$1.00
RECORDING:	$5.00
Total Fees:	$11.00

********** 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: 2021060152
Receipt Number: 226453
Recorded Date/Time: 09/15/2021 1:46:53 PM
User / Station: colonec - BCCCD0642

Record and Return To:

Harrell, Stoebner & Russell, P.C.
2106 BIRDCREEK DR
TEMPLE, TX 76502-1020

THE STATE OF TEXAS * BELL COUNTY *

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

Shelley Coston

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DECLARATION OF RESTRICTIVE COVENANTS FOR HONEY GLEN ACRES

This Declaration of Restrictive Covenants ("Declaration") is made by **BWH Holdings, LLC—Series 1, a separate series of BWH Holdings, LLC, a Texas limited liability company; MW Choice Properties, LLC, a Texas limited liability company; and Brandon Whatley Homes, LLC, a Texas limited liability company** (collectively "Declarant").

RECITALS

Declarant is the sole owner of real property located in **Bell** County, Texas, described as and constituting any part of **Honey Glen Acres**, a subdivision according to the plat recorded as **Instrument No. 2021-06597A&B**, Official Public Records of **Bell** County, Texas.

Declarant imposes on the real property certain protective covenants, conditions, and restrictions, as described below, according to an established general plan for the improvement and development of the Subdivision.

All of the Property (defined below) will be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property or any part of it, their heirs, successors, and assigns, and will inure to the benefit of each owner.

Each contract or deed that may later be executed regarding the Property or any portion of it will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether they are set forth or referred to in the contract or deed.

ARTICLE 1

DEFINITIONS

Unless the context specifies or requires otherwise, the following terms when used in this Declaration have the following meanings:

1.01. Architectural Committee. "Architectural Committee" means the committee created according to these restrictions to review and approve or deny plans for the construction of Improvements on the Property.

1.02. Architectural Committee Rules. "Architectural Committee Rules" means the rules and regulations adopted by the Architectural Committee, as amended from time to time.

1.03. Assessment. "Assessment" or "Assessments" means assessment(s) levied by the Association under the terms and provisions of this Declaration.

1.04. Association. "Association" means and refers to **Honey Glen Acres HOA, Inc.**, a Texas nonprofit corporation.

1.05. Association Rules. "Association Rules" means the rules and regulations adopted by the Board, as amended from time to time.

1.06. Board. "Board" means the Board of Directors of the Association.

1.07. Builder. "Builder" means any professional home builder that purchases Lots within the Subdivision solely for the purpose of constructing residential homes on the Lots for sale to third-party home buyers.

1.08. Bylaws. "Bylaws" means the Bylaws of the Association, which may be adopted by the Board, as amended from time to time.

1.09. Certificate of Formation. "Certificate of Formation" means the Certificate of Formation of the Association that may be filed in the office of the Secretary of State of the State of Texas, if the Association is formed, and as amended from time to time.

1.10. City. "City" means **Temple**, Texas.

1.11. Common Area and Facilities. "Common Area and Facilities" means any Lots and other properties designated by Declarant and conveyed to the Association, if formed, along with any exclusive easements and other areas granted to Declarant or the Association and maintained for the common benefit of the Owners. Common Area and Facilities may be designated by Declarant and dedicated or otherwise conveyed to the Association, if formed, the Owners, or to any public agency, authority, or utility from time to time and at any time. If and at the time Declarant annexes additional real property to the Property in accordance with Section 2.02, additional Common Area and Facilities may be designated.

1.12. Declarant. "Declarant" means **BWH Holdings, LLC—Series 1, a separate series of BWH Holdings, LLC, a Texas limited liability company; MW Choice Properties, LLC, a Texas limited liability company; and Brandon Whatley Homes, LLC, a Texas limited liability company**, and their duly authorized representatives or their successors or assigns. Any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant will not be sufficient to constitute an assignment of the rights of Declarant under this Declaration.

1.13. Declaration. "Declaration" means this instrument as amended from time to time.

1.14. Improvement. "Improvement" means every structure and all appurtenances to structures of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water-softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.15. Living Unit. "Living Unit" means and refers to a single-family residence and the attached garage serving it.

1.16. Lot. "Lot" or "Lots" means any parcel or parcels of land within the Property shown as a subdivided lot on any Plat of the Subdivision, together with all Improvements located on the parcel or parcels.

1.17. Masonry. "Masonry" means stucco, stone (natural, precast, or manufactured), and brick, and specifically includes fiber-cement siding (e.g., "HardiePlank" and similar), stone veneer, or other siding materials, but specifically excludes "Masonite" and similar engineered wood products.

1.18. Member. "Member" or "Members" means any Person(s) holding membership rights in the Association.

1.19. Mortgage. "Mortgage" or "Mortgages" means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

1.20. Mortgagee. "Mortgagee" or "Mortgagees" means the holder or holders of any Mortgage or Mortgages.

1.21. Owner. "Owner" or "Owners" means the Person(s), including Declarant, holding a fee-simple interest in any portion of the Property, but does not include the Mortgagee of a Mortgage.

1.22. Person. "Person" or "Persons" means any individual(s), entity, or entities having the legal right to hold title to real property.

1.23. Plans and Specifications. "Plans and Specifications" means any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.24. Plat. "Plat" or "Plats" means the subdivision plat of **Honey Glen Acres** recorded as Instrument No. **2021-06597A&B**, Official Public Records of **Bell** County, Texas, as amended from time to time.

1.25. Property. "Property" means all of the real property now or later constituting any portion, phase, or section of the Subdivision.

1.26. Restrictions. "Restrictions" means this Declaration, as amended from time to time, together with the Architectural Committee Rules, the Association Rules, the Certificate of Formation, and Bylaws.

1.27. Subdivision. "Subdivision" means **Honey Glen Acres**, a subdivision in **Bell** County, Texas, according to the Plats.

1.28. Temporary Office. "Temporary Office" means any temporary construction or marketing trailer, office, or building installed or constructed by Declarant or any Builder on any

Lot owned by Declarant or the Builder, respectively, that is used for the storage of equipment or for office, administrative, sales, or marketing purposes during the construction and sale of Lots and Improvements within the Subdivision.

ARTICLE 2

DEVELOPMENT OF THE PROPERTY

2.01. Development by Declarant. Declarant may divide or subdivide the Property into several areas and develop some of the Property.

2.02. Addition of Land. Declarant may, at any time and from time to time, add land to the Property, and on such addition, this Declaration and the covenants, conditions, restrictions, and obligations set forth in it will apply to the added land, and the rights, privileges, duties, and liabilities of the Persons subject to this Declaration will be the same with respect to the added land as with respect to the lands originally covered by this Declaration. To add lands to the Property under this Declaration, Declarant will be required only to record in the real property records of **Bell** County, Texas, a notice of addition of land containing the following provisions:

(a) A reference to this Declaration, which must include the book and page numbers, document numbers, or film codes of the real property records of **Bell** County, Texas, in which this Declaration is recorded.

(b) A statement that the provisions of this Declaration will apply to the added land.

(c) A legal description of the added land.

ARTICLE 3

GENERAL RESTRICTIONS

All the Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

3.01. Subdividing. No Lot will be further divided or subdivided, nor may any easements on or other interests relating to a Lot less than the whole be conveyed by the Owner of the Lot without the prior written approval of the Architectural Committee; however, when Declarant is the Owner, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Architectural Committee.

3.02. Hazardous Activities. No activities will be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms or fireworks will be discharged on the Property, and no open fires will be permitted except within safe and well-designed interior or exterior fireplaces or firepits or in contained barbecue units while attended and in use for cooking purposes.

3.03. Insurance Rates. Nothing will be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on any Lot.

3.04. Mining and Drilling. No portion of the Property will be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.05. Noise and Nuisances. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) will be located, used, or placed on any of the Property. No noise or other nuisance will be permitted to exist or operate on any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. No exterior lighting of any sort will be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has the approval of the Architectural Committee).

3.06. Animals; Household Pets. Except as specifically provided in this paragraph, no animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of these words may be kept, maintained, or cared for on the Property. No dangerous animals may be kept, maintained, or cared for on the Property. An animal, animal breed, or species is deemed "dangerous" for purposes of this Declaration if it has been so classified by a city, animal-control authority, or governmental agency with jurisdiction over the Property, or if it may pose a safety or health threat to a person, and includes (1) the dog breed of Pit Bull, regardless of whether the animal is purebred, a mixed breed, or registered with the AKC or similar organization; (2) venomous insects, amphibians, or reptiles; (3) boa constrictors and other constrictor reptiles; (4) animals considered "feral" or wild by nature; (5) ferrets; and (6) alligators or crocodiles. No Owner may keep on the Owner's lot more than four (4) cats and dogs, in the aggregate, not more than three (3) of which may be dogs. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance. Barking or howling that continues for more than fifteen (15) consecutive minutes is conclusively presumed to constitute an unreasonable amount of noise. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal will be allowed to run at large, and all animals must be kept within enclosed areas that must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. An enclosed area must be constructed in accordance with plans approved by the Architectural Committee, must be of reasonable design and construction to adequately contain animals in accordance with the provisions of this Declaration, and must be screened so as not to be visible from any other portion of the Property. Notwithstanding the foregoing, an Owner may keep a reasonable number of small animals, in addition to domestic household pets, for a temporary period on their Lot if required for a bona fide youth educational project, such as for FFA or 4-H, conducted by the Owner's minor child or ward; provided, however, that (1) the Owner must have written approval from the Association permitting such animals for a specified amount of time, and (2) under no circumstances may pigs, hogs, or swine be kept on the Property, including for a youth education project.

3.07. Rubbish and Debris. No rubbish or debris of any kind will be placed or permitted to accumulate on the Property, and no odors will be permitted to arise from it so as to make the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be always kept in covered containers, and the containers must be kept within enclosed structures or appropriately screened from view. Each

Owner must contract with an independent disposal service to collect all garbage or other wastes if collection service is not provided by a governmental entity.

3.08. Maintenance; Mowing. Each Owner must keep all shrubs, trees, grass, and plantings of every kind on the Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements on any Lot must always be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of the Lot. Declarant, the Association, and the Architectural Committee have the right at any reasonable time to enter on any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary, to paint, repair, or otherwise maintain any Improvements in need of maintenance, and to charge the cost to the Owner of the Lot in the same manner as provided for the Association in Section 6.04(e).

3.09. Antennas. No exterior radio or television antenna or aerial or satellite dish receiver that is visible from any adjacent street within the Subdivision will be erected or maintained on any Lot without obtaining the Architectural Committee's written consent.

3.10. Signs. No sign of any kind will be displayed to the public view on any Lot without the prior written approval of the Architectural Committee, except for (a) signs that are part of Declarant's overall marketing or construction plans or activities for the Property, (b) one (1) sign no more than five (5) square feet advertising any property within the Subdivision for sale or rent, and (c) signs advertising a candidate or measure for an election, so long as (i) the signs are ground-mounted and no more than four (4) feet by six (6) feet, (ii) the signs are displayed no earlier than ninety (90) days before the date of the election to which the signs relate and no later than nine (9) days after that election date, and (iii) no more than one (1) sign is displayed for each candidate or measure. All merchandising, advertising, and sales programming is subject to the approval of the Architectural Committee.

3.11. Water and Other Tanks. The Architectural Committee has the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for the storage of fuel, water, or oil, and including swimming-pool filter tanks. No elevated tanks of any kind will be erected, placed, or permitted on any Lot. All tanks must be screened so as not to be visible from any other part of the Property. No individual water-supply systems will be permitted on any Lot (except Lot 1, Block 1, which has an existing well), including but not limited to water wells, cesspools, or water-collection tanks; however, rain barrels and rain harvesting devices will be permitted subject to the right of the Architectural Committee to approve the location, size, type, and shielding of, and the materials used in the construction of, any such rain barrels, rain harvesting devices, and related appurtenances.

3.12. Septic and Sewer Systems. If a Lot on which a residential structure is constructed is served by an aerobic septic system, then the Owner must, at its expense, maintain its septic system (and all sprinkler and other associated systems) at all times in accordance with all applicable Association Rules and all federal, State, and local laws, codes, ordinances, rules, and regulations (including but not limited to all setback requirements and restrictions). Septic systems must be maintained so as not to emit noxious odors or otherwise constitute a nuisance under applicable law. Each Owner must maintain, at its expense, a maintenance contract that provides an on-site inspection of the system at least once a year. Each Owner must provide a copy of its maintenance contract to the Association within three (3) days following a written request. If any Owner fails to obtain and maintain its septic system and associated facilities as

required in this provision, or fails to obtain and maintain the required maintenance contract, then the Association will have the right to enter on the Owner's property for the purpose of conducting the maintenance, to procure a maintenance contract covering the Owner's septic system and related facilities, and to assess the costs to the Owner of the Lot as an additional Assessment under this Declaration. Any Assessments will be subject to and secured by the lien described in Article 8.

3.13. Outbuildings and Temporary Structures. No tent, shack, or other temporary building, improvement, or structure will be placed on the Property without the prior written approval of the Architectural Committee; however, Temporary Offices and temporary structures necessary for the storage of tools and equipment or for office space for architects, Builders, and foremen during actual construction may be maintained with Declarant's approval, approval to include the nature, size, duration, and location of the Temporary Office or structure. No prefabricated barn, shed, or other outbuilding may be moved onto the Property without prior Architectural Committee approval. An Owner is permitted, subject to approval by the Architectural Committee, to erect one (1) outbuilding on the Owner's Lot if (a) the surface area of the pad on which the outbuilding is placed is less than or equal to six hundred (600) square feet on any Lot in Block 1, and two hundred (200) square feet for any Lot in Block 2; (b) the height of the outbuilding, measured from the surface of the Lot to the highest portion of any sidewall of the outbuilding is less than or equal to ten (10) feet; (c) the exterior of the outbuilding is constructed of the same or substantially similar materials as the exterior of any residence located on the Lot; (d) the roof of the outbuilding has a pitch of 6/12 or greater; and (e) the outbuilding is constructed within building setback lines, in accordance with applicable building codes of the governmental entity having jurisdiction over the Property, and with all required governmental permits. The Architectural Committee is entitled to determine, in its sole and absolute discretion, whether an outbuilding moved or constructed on any Lot complies with the foregoing requirements relating to size, height, fence enclosure, and construction materials. Notwithstanding the foregoing, the provisions of this paragraph will not apply to improvements already existing on the Property upon the effective date of this Declaration, but if such existing improvements are torn down or destroyed, this Declaration shall apply to any replacement structure.

3.14. Unsightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee will be permitted to remain on any Lot so as to be visible from an adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, all-terrain vehicles, motor scooters, sports equipment (such as volleyball nets or soccer goals), and garden-maintenance equipment must be kept at all times, except when in use, in enclosed structures or screened from view, and no repair or maintenance work may be done on any of the foregoing or on any automobile (other than minor emergency repairs) except in enclosed garages or other structures. Lot Owners may not keep more than four (4) automobiles outside a fully enclosed garage, so that they are visible from any other portion of the Property, for any period more than seventy-two (72) hours. No automobiles or other above-mentioned articles or vehicles may be parked overnight on any roadway within the Property. Service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse, or trash will be kept, stored, or allowed to

accumulate on any portion of the Property unless it is within an enclosed structure or is appropriately screened from view. No (a) racing vehicles or (b) other vehicles (including but not limited to motorcycles or motor scooters) that are inoperable or do not have a current license tag are permitted to remain visible on any Lot or to be parked on any roadway within the Subdivision. No commercial vehicles larger than a standard one (1) ton pickup truck or standard two-axle passenger van are permitted to remain on any Lot or to be parked on any roadway within the Subdivision.

3.15. Mobile Homes, Travel Trailers, and Recreational Vehicles. No mobile homes may be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers, or recreational vehicles may be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time.

3.16. Compliance with the Restrictions. Each Owner must comply strictly with the provisions of the Restrictions as amended from time to time. Failure to comply with any of the Restrictions constitutes a violation of this Declaration and gives rise to a cause of action to recover amounts due for damages or injunctive relief or both, maintainable by the Declarant, the Architectural Committee, the Board on behalf of the Association, an aggrieved Owner, or, if applicable, any Municipal Utility District having jurisdiction over the Property.

3.17. Liability of Owners for Damage to Common Area and Facilities. No Owner will in any way alter, modify, add to, or otherwise perform any work on the Common Area and Facilities without the prior written approval of the Board. Each Owner is liable to the Declarant, the Association, the Owners, or any public agency, authority, or utility if the Common Area and Facilities have been dedicated or otherwise conveyed to any of these parties, for any and all damages to (a) the Common Area and Facilities or (b) any Improvements constructed on any Lot, the maintenance of which has been assumed by any of these parties, which damages were caused by the neglect, misuse, or negligence of an Owner or the Owner's family, or by any tenant or other occupant of the Owner's Lot, or any guest or invitee of the Owner. The full cost of all repairs of the damage will be an Assessment against the Owner's Lot, secured by a lien against the Owner's Lot and collectible in the same manner as provided for in Section 8.06, including but not limited to foreclosure of the lien.

3.18. Basketball Goals—Permanent and Portable. Permanent basketball goals are allowed but must be approved by the Architectural Committee before installation. The metal pole must be permanently installed in the ground behind the front of the house. The permanent basketball goal must be properly maintained and painted, with nets kept in good repair. Portable goals may be used, but they must be stored in an enclosed structure or screened from view at all times when not in use.

3.19. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of the restrictive covenants, terms, or provisions assumes all risks of their validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless if they are held to be invalid or unenforceable.

ARTICLE 4

USE AND CONSTRUCTION RESTRICTIONS

4.01. Approval for Construction. No Improvements will be constructed on any Lot without the prior written approval of the Architectural Committee.

4.02. Use. All Lots, unless dedicated to the Association as Common Area and Facilities, will be improved and used solely for single-family residential use, inclusive of an attached private garage for not more than four (4) cars, fencing, and other Improvements as are necessary or customarily incident to residential use. Unless a Lot (or Lots) has (or have) been specifically developed for attached single-family Living Units, all Lots will be used solely for detached single-family Living Units. Declarant may utilize one (1) Living Unit within the Subdivision for commercial purposes until the Lot and the Living Unit on it has been conveyed. After the conveyance occurs, the Living Unit will be used for residential purposes as outlined in this Section. Despite any provision of this Declaration to the contrary, a Builder may use a select number of Lots owned by the Builder for Temporary Offices within the Subdivision.

4.03. Rentals. Nothing in this Declaration will prevent the rental of any Lot and the Improvements on it by the Owner for residential use, provided that all rentals must be for terms of at least six (6) months.

4.04. Dwelling Height. No single-family dwelling greater than two (2) stories in height may be constructed on any Lot without the prior written approval of the Architectural Committee.

4.05. Fences and Sidewalks and Sight-Line Obstruction. All fences must be approved by the Architectural Committee, which shall have broad discretion to approve or disapprove the location, height, style, and materials of proposed fences, and which shall have the right to approve deviations from requirements relating to location, height, style, and materials to be used based on the location of the Property. It is the intent to maintain visual continuity, especially along streets, and to maintain the aesthetic character of the Property.

No fence, wall, hedge, or shrub planting that obstructs sight lines will be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended. The same sight-line limits will apply on any Lot within ten (10) feet from the intersection of street property lines with the edge of a driveway or alley pavement. No tree will be permitted to remain within such distance of these intersections, unless the foliage is maintained at sufficient height to prevent obstruction of the sight lines.

4.06. Dwelling Size; Building Materials. All dwellings will contain at least 2,850 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages, and carports. All building materials must be approved by the Architectural Committee, and only new building materials (except for used brick) will be used for constructing any Improvements. Exposed metal roof decks that reflect light in a glaring manner, such as galvanized-steel sheets, are specifically prohibited, except in small decorative awnings. Other roofing materials may be used with the Architectural Committee's written consent, which may specify a minimum quality or grade of materials. All projections from a dwelling or other structure, including but not limited

to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways must match the color of the surface from which they project, or must be of a color approved by the Architectural Committee. Any highly reflective finishes (other than glass, which may not be mirrored) require approval by the Architectural Committee before use on exterior surfaces (other than surfaces of hardware fixtures), including but not limited to the exterior surfaces of any Improvements.

Masonry, as defined in Article 1, is permitted for exterior walls. "Masonite" and similar engineered wood products are not permitted for exterior walls.

4.07. Alteration or Removal of Improvements. Any construction, other than normal maintenance, that in any way alters the exterior appearance of any Improvement or the removal of any Improvement, will be performed only with the prior written approval of the Architectural Committee.

4.08. Garbage Containers. The Architectural Committee has the right to specify a specific location on each Owner's Lot in which garbage containers must be placed for trash-collection service.

4.09. Drainage. There will be no interference with the established drainage patterns over any of the Property, except by Declarant or any Builder, unless adequate provision is made for proper drainage and the Architectural Committee approves the provision.

4.10. Construction Activities. This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) on any Lot within the Property. Specifically, no construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that the construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If construction on any Lot does not conform to usual practices in the area as determined by the Architectural Committee in its sole good-faith judgment, the Architectural Committee will have the authority to seek an injunction to stop the construction. The term "usual practices" presumptively means daylight hours, Monday through Saturday, with concrete pours permissible after 4:00a.m. In addition, if during the course of construction on any Lot there is excessive accumulation of debris of any kind that would make the Lot or any portion of it unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Committee may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection with removal.

4.11. Landscaping. The front and side yards of all Lots, to a distance of fifty (50) feet from the front wall of the house and twenty (20) feet from the side and rear walls of the house, will be fully sodded with St. Augustine, Bermuda, Prairie Buffalo Grass, or other sod, drought-resistant landscaping, or water-conserving natural turf approved by the Architectural Committee. Landscaping must be in place within sixty (60) days of occupancy by an Owner.

ARTICLE 5

COMMON AREA AND FACILITIES

5.01. Common Area and Facilities. No land within any Common Area and Facilities will be improved, used, or occupied, except in the manner approved by Declarant, in its sole and absolute discretion. This required approval will extend to the nature and type of use, occupancy, and improvement. Declarant may, by written instrument, delegate its right to grant this approval to the Board. Access to any Common Area and Facilities may be limited to Persons currently paying Assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to nonowners, all on the terms and conditions determined by Declarant in its sole and absolute discretion.

5.02. Maintenance. Declarant may, but will not be obligated to, in its sole discretion, maintain the Common Area and Facilities at its own cost and expense. If Declarant elects not to maintain the Common Area and Facilities, maintenance of any Common Area and Facilities will be the obligation of the Association and will be governed by Section 6.05, and Assessments may be levied on the Owners under Article 8. Under no circumstances will Declarant be liable to the Owners, the Association, or any other Person for maintaining or failing to maintain the Common Area and Facilities.

5.03. Condemnation. If all or any part of the Common Area and Facilities is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), Declarant, or the Association, if applicable, will be entitled to participate in the proceedings incident to the taking or threatened taking. The expense of participation in the proceedings by the Association will be a common expense to be paid out of Assessments. The Association is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other Persons as the Association, in its discretion, deems necessary or advisable to aid it in any matters relating to the proceedings. All damages or awards for any taking will be the property of Declarant, or, if applicable, deposited with the Association. The Association, if applicable, in addition to the general powers set forth in this Declaration, will have the sole authority to determine whether to contest or defend any proceedings, to make any settlement with respect to any proceedings, or to convey the property to the condemning authority in lieu of condemnation.

ARTICLE 6

THE ASSOCIATION

6.01. Organization. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Certificate of Formation and Bylaws or in this Declaration. Neither the Certificate of Formation nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association will not be dissolved without the written consent of at least ninety (90) percent of the Members entitled to vote.

6.02. Membership. Any Person who is or who becomes an Owner will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner for membership, and membership may not be

severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot.

6.03. Voting Rights. There will be two classes of membership for the purpose of voting on any Association matter. The Class A Members will include each Owner (excluding Declarant) of a Lot within the Property, and each Owner will have one (1) vote for each Lot owned. The Class B Member will be Declarant, and Declarant will have fifteen (15) votes for each Lot it owns. The Class B Membership will convert to a Class A Membership when (a) Declarant has conveyed all Lots to owners or (b) Declarant voluntarily converts the Class B Membership to a Class A Membership by written instrument recorded in the real property records of **Bell** County, Texas, whichever occurs first.

6.04. Powers and Authority of the Association. The Association will have the powers of a Texas nonprofit corporation, subject only to the limitations expressly set forth in this Declaration. It will further have the power to do and perform all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, will have the following powers and authority:

(a) Rules and Bylaws. To make, establish, promulgate, amend, repeal, and re-enact the Association Rules and Bylaws. The content of the Association Rules and Bylaws may be established by the Board, if they do not conflict with this Declaration.

(b) Insurance. To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) Records. To keep books and records, including financial records, of the Association's affairs.

(d) Assessments. To levy Assessments as provided in Article 8. An Assessment is defined as the amount that must be levied in the manner and against the property set forth in Article 8 in order to raise the total amount for which the levy in question is being made.

(e) Right of Entry and Enforcement. To enter at any time in an emergency, or in a nonemergency after twenty-four (24) hours' written notice, without being liable to any Owner, on any Lot and into any Improvement on a Lot, for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry on any Lot and the maintenance and repair work conducted on it will be a personal obligation of the Owner of the Lot entered on, will be a lien on the Lot entered on and the Improvements on the Lot, and will be enforced in the same manner and to the same extent as provided in Article 8 for regular Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents to it, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens, and take all action as it may deem necessary or expedient to enforce the Restrictions; however, the Board will never be authorized to expend any

Association funds for the purpose of suing Declarant, any Builder, and any of their respective successors and assigns.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

6.05. Common Area and Facilities. Subject to and in accordance with this Declaration, the Association, acting through the Board, will have the following duties:

(a) To accept, own, operate, and maintain all Common Area and Facilities that may be conveyed or leased to it by Declarant, together with all Improvements of any kind and for any purpose that may be located in those areas, and to accept, own, operate, and maintain all other property, real or personal, conveyed or leased to the Association by Declarant and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association. Such maintenance will include, but will not be limited to, painting, mowing, and removing rubbish or debris of any kind.

(b) To pay all real property taxes, personal-property taxes, and other taxes and Assessments levied on or with respect to Common Area and Facilities or any other property owned by or leased to the Association to the extent that the taxes and Assessments are not levied directly on the Members of the Association. The Association will have all rights granted by law to contest the legality of the amount of the taxes and Assessments.

(c) To take out and maintain current a policy of liability-insurance coverage to cover accidental bodily injury or death caused by the use and enjoyment of the Common Area and Facilities. This insurance will be in an amount as the Board deems appropriate.

ARTICLE 7

ARCHITECTURAL COMMITTEE

7.01. Membership of Architectural Committee. The Architectural Committee will consist of not more than five (5) voting Members ("Voting Members") and any additional nonvoting Members serving in an advisory capacity ("Advisory Members") that the Voting Members deem appropriate. The following Persons are designated as the initial Voting Members of the Architectural Committee:

Brandon Whatley

Gwen Whatley

Stephen McElroy

7.02. Action by Architectural Committee. Items presented to the Architectural Committee will be decided by a majority vote of the Voting Members.

7.03. Advisory Members. The Voting Members may from time-to-time designate Advisory Members.

7.04. Term. Each Voting Member of the Architectural Committee will hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided in this Declaration. If any Voting Member dies or resigns, the remaining

Voting Member or Voting Members will have full authority to act until a replacement Voting Member or Voting Members have been designated.

7.05. Declarant's Rights of Appointment. Declarant and its successors or assigns will have the right to appoint and remove all Voting Members of the Architectural Committee. Declarant may delegate this right to the Board by written instrument. After the Declarant delegates this right, the Board will have the right to appoint and remove all Voting Members of the Architectural Committee.

7.06. Adoption of Rules. The Architectural Committee may adopt any procedural and substantive rules, not in conflict with this Declaration, that it deems necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

7.07. Review of Proposed Construction and Contractor. Whenever in this Declaration the approval of the Architectural Committee is required, it will have the right to consider all the Plans and Specifications for the Improvement or proposal in question and all other facts that, in its sole discretion, are relevant. The Plans and Specifications must identify the contractor proposed by the Owner to construct or install the Improvement, and the Architectural Committee shall have the right, in its sole discretion, to approve or disapprove the use of any contractor. Except as otherwise specifically provided in this Declaration, before the commencement of any construction of any Improvement on the Property or any portion of it, the Plans and Specifications must be submitted to the Architectural Committee, and construction may not commence unless and until the Architectural Committee has approved the Plans and Specifications, including the proposed contractor, in writing. The Architectural Committee will consider and act on all Plans and Specifications submitted for its approval under this Declaration and perform the other duties assigned to it by this Declaration or as from time to time assigned to it by the Board. The Architectural Committee may also inspect any construction in progress to ensure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and any other information it deems proper. Until the Architectural Committee receives any information or documents it deems necessary, it may postpone review of any Plans and Specifications submitted for approval. No Improvement will be allowed on any Lot that is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Committee will have the authority to disapprove any proposed Improvement based on the restrictions set forth in the preceding sentence and the decision of the Architectural Committee will be final and binding if it is made in good faith. The Architectural Committee will not be responsible for reviewing any proposed Improvement, nor will its approval of any Plans or Specifications or inspection of any construction in progress be deemed approval from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

7.08. Variance. The Architectural Committee may grant variances from compliance with any of the provisions of this Declaration when, in the opinion of the Architectural Committee, in its sole and absolute discretion, the variance will not impair or detract from the high-quality development of the Property and the variance is justified due to unusual or aesthetic considerations or unusual circumstances. Despite anything to the contrary in this Declaration, the

Architectural Committee is authorized, at its sole discretion, to waive any requirements relating to garages (including size), carports, dwelling size, Masonry requirements, fences, exterior materials, and setbacks, and the decision will be binding on all Owners of Property encumbered by this Declaration. All variances must be evidenced by written instrument in recordable form and must be signed by a Voting Member of the Architectural Committee. The granting of a variance will not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the instance covered by the variance, and a variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Declaration.

7.09. Actions of the Architectural Committee. The Architectural Committee may, by a resolution unanimously adopted in writing, designate one (1) or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of a designation, the vote of the majority of all of the members of the Architectural Committee taken without a meeting will constitute an act of the Architectural Committee. Despite anything to the contrary, if the Architectural Committee fails to respond to a request for approval of Plans and Specifications within thirty (30) days of receiving all required information, the Architectural Committee will be deemed to have approved the Plans and Specifications.

7.10. No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee will not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or any other matter subsequently or additionally submitted for approval or consent by the same or a different Person.

7.11. Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

7.12. Address. Plans and Specifications will be submitted to the Architectural Committee at 4404 Cedar Creek Road, Temple, Texas 76504 or at any other address as may be designated from time to time.

7.13. Fees. The Architectural Committee will have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

ARTICLE 8

FUNDS AND ASSESSMENTS

8.01. Assessments.

(a) The Association may from time-to-time levy Assessments against each Lot that has been improved with a completed single-family residence. The level of Assessments will be equal and uniform between all improved Lots. No Assessments under this Declaration will be levied against any Lot unless a completed single-family residence has been constructed on the Lot. Neither the Declarant nor any Builder will be charged Assessments.

(b) When the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment will be prorated as of

the date when the obligation first arose in proportion to the amount of the Assessment year or other period remaining after that date.

(c) Each unpaid Assessment, together with the interest on it and the costs of collection, will be the personal obligation of the Owner of the Lot against which the Assessment fell due, and will become a vendor's lien against the Lot and all Improvements on it. The Association may enforce payment of Assessments in accordance with the provisions of this Article.

8.02. Maintenance and Reserve Funds. The Board will establish a maintenance fund and a self-sustaining reserve fund; all moneys paid to the Association will be deposited into these accounts, and disbursements will be made from them in performing the functions of the Association under this Declaration. The reserve fund will be maintained and used for the operation, repair, and maintenance of all Common Area and Facilities. The funds of the Association deposited into the maintenance and reserve funds must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

8.03. Regular Annual Assessments. Before the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during the year in performing its functions under the Restrictions, which will be limited to the costs incurred in exercising the powers granted to the Association in Section 6.04, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay the estimated net expenses will then be levied as provided in this Declaration, and the level of Assessments set by the Board will be final and binding if it is made in good faith. All regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in any other manner as the Board may designate in its sole and absolute discretion. In no event will the maximum regular annual Assessments per Lot be increased by more than five percent (5%) per year, unless approved by at least two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, with the same quorum as required for Special Assessments.

8.04. Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments to enable the Board to carry out the mandatory functions of the Association under the Restrictions on the approval of at least two-thirds (2/3) of the Members at a meeting called for that purpose, by adequate notice, with at least fifty percent (50%) of the Members or their proxies present at the meeting. If fifty percent (50%) of the Members do not attend, a second meeting may be called with the same notice and the quorum needed for the second meeting will be thirty percent (30%) of the Members or their proxies.

8.05. Owner's Personal Obligation for Payment of Assessments. The regular Assessments provided for in this Declaration will be the personal and individual debt of the Owner of the Lot covered by the Assessments. No Owner may exempt itself from liability for the Assessments. For any default in the payment of any Assessment, the Owner of the Lot will be obligated to pay an annual interest rate of ten percent (10%) on the amount of the Assessment from the Assessment's due date, together with all costs and expenses of collection, including reasonable attorney fees.

8.06. Assessment Lien and Foreclosure. All amounts assessed in the manner provided in this Article but unpaid will, together with interest as provided in Section 8.05 and the cost of collection, including attorney fees as provided in this Declaration, become a continuing lien and charge on the Lot covered by the Assessment that will bind the Lot in the hands of the Owner and the Owner's heirs, devisees, personal representatives, successors, or assigns. This lien will be superior to all other liens and charges against the Lot, except for tax liens and all amounts unpaid on a Mortgage lien of record of first or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or improvement of the Lot in question. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Association. To evidence the Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the officers of the Association and will be recorded in the office of the County Clerk of **Bell** County, Texas. The lien for payment of Assessments will attach with the priority above set forth from the date that the payment becomes delinquent. The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

(a) Foreclosure of the assessment lien. However, the Association may not file an application for an expedited court order authorizing foreclosure of the Association's assessment lien or a petition for judicial foreclosure of the Association's assessment lien until the Association has (i) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's assessment lien, and (ii) provided each such lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the Association mails the notice. The notice to lienholders must be sent by certified mail to the address for the lienholder shown in the deed of trust burdening the Lot(s) subject to the Association's assessment lien.

(b) Recovery of a personal judgment against the Current Owner and, where different, from the Delinquent Owner or from the Current Owner only, for all amounts owing arising from the unpaid Assessments and their collection, including all attorney fees and costs.

The Association will have the power to bid on the property at a foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with it. On the written request of any Mortgagee, the Association will report to the Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after they are due.

8.07. Association Budget Deficits. If, at any time during the five-year (5-year) period following the date this Declaration is recorded, the amounts collected by the Association under this Article prove inadequate to fund the Association's obligations under this Declaration, then Declarant will be obligated to fund the deficits in the Association's budget until there are enough Members of the Association regularly paying Assessments in order to provide the Association with sufficient funds to satisfy the Association's obligations and fund the Association's budget, including reasonable reserves.

ARTICLE 9

EASEMENTS

9.01. Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights made before the Property became subject to this Declaration are incorporated by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration and will be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the easements for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, easements for public-utility purposes (including but not limited to gas, water, electricity, telephone, and drainage) in favor of any Person along any front, rear, or side boundary line of any Lot, which easements will have a maximum width of ten (10) feet (however, easements alongside yard lot lines will straddle the lot lines with five (5) feet on each of the adjoining Owner's Lots).

9.02. Installation and Maintenance. There is by this Declaration created, for the benefit of the City and other governmental entities and public utilities with jurisdiction over or providing utility services to the Subdivision, an easement on, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities (including but not limited to water, wastewater, gas, telephones, electricity lines, and related appurtenances) and for conducting authorized official governmental business. By virtue of this easement, it will be expressly permissible for the utility companies and other entities supplying utility service to install and maintain pipes, wires, conduits, service line, or other utility facilities or appurtenances on, above, across, and under the Property, within the public-utility easements from time to time existing and from service lines situated within the easements to the point of service on or in any Improvement. Despite any provision contained in this Section, no electrical lines, water lines, or other utilities or appurtenances may be relocated on the Property until approved by Declarant or the Architectural Committee. The utility companies furnishing services to the Subdivision and governmental entities conducting authorized official governmental business within the Property will have the right to remove all trees and other obstructions situated within the utility easements shown on the Plat that are obstructing or otherwise precluding accomplishment of the authorized official governmental business, and to trim overhanging trees and shrubs located on portions of the Property abutting the easements. If the City is required to remove any trees or other obstructions to accomplish any authorized governmental business within the Property, then the City may assess the reasonable costs and expenses required for the removal to the Association, and the Association will be reimbursed, on written demand, for all costs and expenses from the Owner of the Lot(s) on which the obstructions were located. Any reimbursement required to be paid by any Owner under this Declaration will be deemed a regular Assessment of the Owner and will be paid in accordance with, and secured by the lien described in, Article 8.

9.03. Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee require. Each Owner further covenants not to disturb or displace any

trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There will be no construction of Improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

9.04. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area will be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of this vegetation because of any activity relating to the construction, maintenance, operation, or repair of any facility in any of these easement areas.

9.05. Common Area and Facilities. Each Owner will have a nonexclusive easement for use and enjoyment in and to all Common Area and Facilities, which will be appurtenant to and will pass with title to each Owner's Lot, subject to the following rights:

(a) The right of the Association, after notice and hearing if required by law, to suspend the Owner's right to use the Common Area and Facilities for any period during which an Assessment against the Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association.

(b) The right of Declarant or the Association, as applicable, to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority, or utility for any purposes and subject to any conditions as may be deemed reasonable by Declarant, in its sole discretion, or, in the case of the Association, approved by a two-thirds (2/3) vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, with the same quorum as required for Special Assessments.

(c) The right of the Association to borrow money for the purpose of improving the Common Area and Facilities and, in furtherance of this purpose, to mortgage the Common Area and Facilities, all in accordance with the Certificate of Formation and Bylaws.

(d) The right of Declarant or the Association, as applicable, to promulgate reasonable rules and regulations regarding use of the Common Area and Facilities.

(e) The right of Declarant or the Association, as applicable, to contract for services with third parties on any terms as Declarant or the Association may determine.

9.06. Self-Help Easement. Each Owner grants to the Association an easement on, over, and across its Lot for purposes of curing any violation of the restrictions, covenants, and obligations set forth in this Declaration, including but not limited to a violation of its obligation to maintain its septic system according to Section 3.12.

ARTICLE 10

MISCELLANEOUS

10.01. Term. This Declaration, including all its covenants, conditions, and restrictions, will be effective on the date this Declaration is recorded in the real property records of **Bell** County, Texas, and will continue in effect for a period of thirty (30) years, after which it will be automatically extended for successive periods of ten (10) years each, unless amended or extinguished as set forth in Section 10.02.

10.02. Amendment; Extinguishment. This Declaration may be amended or extinguished only in accordance with the provisions of this Section. All provisions of this Declaration may be amended or extinguished by the recording in the real property records of **Bell** County, Texas, of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment or extinguishment and certifying that the amendment or extinguishment has been approved by Owners entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast under Section 6.03.

10.03. Notices. Any notice permitted or required to be given by this Declaration must be in writing. Unless otherwise required by law, the notice must be delivered to the Person to whom the notice is directed (1) in person, with written receipt received, (2) by U.S. mail, registered or certified, (3) by a nationally recognized overnight delivery service, (4) by e-mail, or (5) by any other method required or permitted under the Declaration, Certificate of Formation, or Bylaws. If delivery is by U.S. mail, the notice will be deemed to have been given when deposited, properly addressed and with proper postage, with the U.S. Postal Service. If delivery is by e-mail, the notice will be deemed to have been given when the message is transmitted to the proper e-mail address. The address or e-mail address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Association.

10.04. Governing Law. The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration will be governed by and interpreted under the laws of the State of Texas.

10.05. Exemption of Declarant. Despite any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities will in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this Declaration will not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct all other types of improvements, sales and leasing offices, and similar facilities, and to post signs incidental to construction, sales, and leasing anywhere within the Property.

10.06. Nonliability of Architectural Committee and Board Members. The Architectural Committee, the Board, and their members will not be liable to the Association or to any Owner or to any other Person for any loss, damage, or injury arising from their being in any way connected with the performance of the Architectural Committee's or the Board's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee, the Board, or their members.

10.07. Assignment of Declarant. Despite any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of these privileges, exemptions, rights, and duties.

10.08. Enforcement; Nonwaiver. Except as otherwise provided in this Declaration, any Owner at its own expense, Declarant, the Association, and the Board will have the right to enforce any and all provisions of the Restrictions. This right of enforcement will include both damages for, and injunctive relief against, the breach of any provision. The failure to enforce any

provision at any time will not constitute a waiver of the right to enforce the provision or any other provision in the future. Also, the violation of any of the Restrictions by an Owner or the Owner's family, guests, tenants, lessees, or licensees will authorize the Board, acting on behalf of the Association, to avail itself of any one or more of the following remedies in addition to any other available remedies:

(a) The imposition of a special charge not to exceed one hundred dollars ($100.00) per violation.

(b) The suspension of the Owner's rights to use any Common Area and Facilities or other Association property so long as a violation exists.

(c) The right to cure or abate the violation and to charge any related expenses to the Owner.

(d) The right to seek injunctive and any other relief provided or allowed by law against the violation and to recover from the Owner all the Association's related expenses and costs, including but not limited to attorney fees and court costs. Before the Board may invoke the remedies provided above, it must give notice of the alleged violation to the Owner in the manner specified in Section 10.03 and must give the Owner an opportunity to request a hearing. If, after the hearing, or if no hearing is requested, after the deadline for requesting a hearing has passed, the Board determines that a violation exists, the Board's right to proceed with the listed remedies will become absolute. Each day a violation continues will be deemed a separate violation. All unpaid special charges imposed under this Section for violation of the Restrictions will be the personal obligation of the Owner of the Lot for which the special charge was imposed and will become a lien against the Lot and all Improvements on it. The liens will be prior to any declaration of homestead and the Association may enforce payment of the special charges in the same manner as provided in Article 8. Despite any provision in this Section to the contrary, the Board will not be required to afford an Owner a hearing before the filing of a lawsuit to collect past-due Assessments.

10.09. Construction. The provisions of the Restrictions will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of a provision will not affect the validity or enforceability of any other provision or portion of a provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine, or neuter each includes the masculine, feminine, and neuter. All headings and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles in this Declaration.

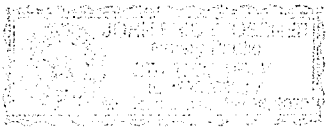
EFFECTIVE SEPT. 15 2021.

BWH Holdings, LLC—Series 1, a separate series of BWH Holdings, LLC, a Texas limited liability company, by:

Brandon Whatley

Brandon Whatley, President

This instrument was acknowledged before me on SEPT. 15, 2021, by **Brandon Whatley, in his capacity as President of BWH Holdings, LLC—Series 1, a separate series of BWH Holdings, LLC, a Texas limited liability company.**



Notary Public

MW Choice Properties, LLC, a Texas limited liability company, by:

Brandon Whatley

Brandon Whatley, ~~President~~ Managing Member

This instrument was acknowledged before me on SEPT. 15, 2021, by Brandon Whatley, as Managing Member **of MW Choice Properties, LLC, a Texas limited liability company.**



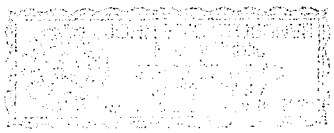
Notary Public

Brandon Whatley Homes, LLC, a Texas limited liability company, by:

Brandon Whatley

Brandon Whatley, President

This instrument was acknowledged before me on SEPT. 15, 2021, by **Brandon Whatley, in his capacity as President of Brandon Whatley Homes, LLC, a Texas limited liability company.**



Notary Public

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2021060065
As
RESTRICTIONS

Recorded On: September 15, 2021
Parties: BWH HOLDINGS LLC-SERIES 1
To HONEY GLEN ACRES
Comment:

Billable Pages: 22
Number of Pages: 23

(Parties listed above are for Clerks' reference only)

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

CLERKS RMF:		$5.00
COURT HOUSE SECURITY:		$1.00
RECORDING:		$89.00
	Total Fees:	$95.00

********** **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: 2021060065
Receipt Number: 226363
Recorded Date/Time: 09/15/2021 11:53:00 AM
User / Station: colonec - BCCCD0642

Record and Return To:

Harrell, Stoebner & Russell, P.C.
2106 BIRDCREEK DR
TEMPLE, TX 76502-1020

THE STATE OF TEXAS * BELL COUNTY *

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

Shelley Coston

Easement in Gross Agreement

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: September 15, 2021

Grantor: BWH Holdings, LLC—Series 1, a separate series of BWH Holdings, LLC, a Texas limited liability company;

MW Choice Properties, LLC, a Texas limited liability company; and

Brandon Whatley Homes, LLC, a Texas limited liability company

Grantor's Mailing Address: 4404 Cedar Creek Rd, Temple, Tx 76504

Grantee: Honey Glen Acres HOA, Inc., a Texas nonprofit corporation

Grantee's Mailing Address: 4404 Cedar Crek Rd, Temple, Tx 76504

Grantor's Property:

Lots 1, 2, and 19, Block 1, Honey Glen Acres, a subdivision in Bell County, Texas, according to the plat recorded as instrument no. 2021-06597A&B, Official Public Records of Bell County, Texas.

Easement Property: The north twenty (20) feet of Lots 1, 2, and 19, Block 1, Honey Glen Acres, a subdivision in Bell County, Texas, according to the plat recorded as instrument no. 2021-06597A&B, Official Public Records of Bell County, Texas, and as much of the remainder of Grantor's Property as may be reasonably necessary for ingress and egress by Grantee, its employees, agents, and contractors to and from the Easement Property, to construct, install, operate, maintain, inspect, repair, and replace the Facilities, but only to the extent that the Easement Property is not accessible by using existing rights-of-way, streets, roads, driveways, and parking areas to the maximum extent reasonably possible.

Easement Purpose: For the installation, construction, maintenance, replacement, repair, upgrade, and removal of (a) entry signage to the Honey Glen Acres subdivision and (b) walls or fencing, trees, and vegetation parallel to F.M. 436 (collectively, the "Facilities").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; and all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property.

Grant of Easement and of Negative Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

Grantor further covenants to Grantee not to construct, or permit to exist, any above-ground improvements on the Easement Property without Grantee's written permission.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement and related rights granted by Grantor in this agreement to Grantee are an exclusive and irrevocable easement in gross for the benefit of Grantee and its successors and assigns, as owner of the rights created by the Easement in gross (as applicable, the "Holder"). The Easement and related rights granted by Grantor in this agreement are binding on Grantor; on the Grantor's heirs, legal representatives, successors, and assigns; and on all future owners of the Easement Property. This Easement and other rights granted by Grantor in this agreement are independent of any lands or estates of interest in lands; there is no other real property benefitting from the Easement granted in this agreement.

2. *Assignment.* Grantee may assign, sublease, license, transfer, or convey its interest in this agreement or any part of its interest in the Easement without Grantor's consent, provided that the assignee or transferee shall be subject to all the obligations, covenants, and conditions applicable to Grantee.

3. *Duration of Easement.* The duration of the Easement is perpetual.

4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Facilities will be at Holder's sole expense. Holder must keep any walls or fences forming part of the Facilities in good repair and condition. Holder has the right to eliminate any encroachments into the Easement Property that interfere with the Easement Purpose. Holder has the right to construct, install, maintain, replace, and remove the Facilities on, under, or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

9. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

10. *Waiver of Default.* A default is not waived if the non-defaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party. The obligations of the parties under this provision will survive termination of this agreement.

13. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

14. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

15. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

BWH Holdings, LLC—Series 1, a separate series of BWH Holdings, LLC, a Texas limited liability company, by:

Brandon Whatley

Brandon Whatley, President

This instrument was acknowledged before me on SEPT. 15, 2021, by Brandon Whatley, in his capacity as President of BWH Holdings, LLC—Series 1, a separate series of BWH Holdings, LLC, a Texas limited liability company.

Notary Public

MW Choice Properties, LLC, a Texas limited liability company, by:

Brandon Whatley

Brandon Whatley, ~~President~~ Managing Member

This instrument was acknowledged before me on SEPT. 15, 2021, by Brandon Whatley, as Managing Member of MW Choice Properties, LLC, a Texas limited liability company.

Notary Public

Brandon Whatley Homes, LLC, a Texas limited liability company, by:

Brandon Whatley, President

This instrument was acknowledged before me on SEPT. 15, 2021, by Brandon Whatley, in his capacity as President of Brandon Whatley Homes, LLC, a Texas limited liability company.

Notary Public

Honey Glen Acres HOA, Inc., a Texas nonprofit corporation, by:

Brandon Whatley, President

This instrument was acknowledged before me on SEPT. 15, 2021, by Brandon Whatley, in his capacity as President of Honey Glen Acres HOA, Inc., a Texas nonprofit corporation.

Notary Public

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2021060066
As
EASEMENT

Recorded On: September 15, 2021
Parties: BWH HOLDINGS LLC - SERIES 1
To HONEY GLEN ACRES HOA INC
Comment:

Billable Pages: 5
Number of Pages: 6

(Parties listed above are for Clerks' reference only)

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

CLERKS RMF:	$5.00
COURT HOUSE SECURITY:	$1.00
RECORDING:	$21.00
Total Fees:	$27.00

********** 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: 2021060066
Receipt Number: 226363
Recorded Date/Time: 09/15/2021 11:53:01 AM
User / Station: colonec - BCCCD0642

Record and Return To:

Harrell, Stoebner & Russell, P.C.
2106 BIRDCREEK DR
TEMPLE, TX 76502-1020

THE STATE OF TEXAS * BELL COUNTY *

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

Shelley Coston

DOC #2021060067
Pages 9

Bylaws of
HONEY GLEN ACRES HOA, INC.

Basic Information

Home Owners Association:	HONEY GLEN ACRES HOA, INC., established by the certificate of formation filed with the secretary of state of Texas on August 25, 2021, under file number 804206014.
Principal Office:	4404 Cedar Creek Road, Temple, Texas 76504. The Home Owners Association may have other offices.
Declaration:	The Declaration of Restrictive Covenants of Honey Glen Acres, recorded in the real property records of Bell County, Texas, as Instrument No. 2021-06597A&B.
Definitions:	Capitalized terms used but not defined herein have the meaning set forth in the Declaration.
Voting Members:	Members entitled to vote or their proxies. Any Member delinquent in payment of any Assessment is not a Voting Member.

A. Members

A.1. Membership. Every Owner is a Member of the Home Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Home Owners Association has two classes of voting Members:

A.1.a. Class A. Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

A.1.b. Class B. The Class B Member is Declarant and has fifteen (15) votes for each Lot owned. The Class B membership ceases and converts to Class A membership on the date specified in the Declaration.

A.2. Place of Meeting. Members meetings will be held at the Home Owners Association's Principal Office or at another place designated by the Board.

A.3. Annual Meetings. The first Members meeting will be held within four months after the formation of the Home Owners Association. Subsequent regular annual Members meetings will be held on the second Tuesday of April of each succeeding calendar year at 7:00 p.m. unless otherwise determined by the Board.

A.4. Special Meetings. The president may call special meetings. The president must call a special meeting if directed by the Board or by a petition signed by 20 percent of the Class A Voting Members.

A.5. Notice of Meetings, Election, and Vote. Written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member not less than ten nor more than sixty days before the meeting. For voting not at a meeting, notice must be given not later than the twentieth day before the latest day on which a ballot may be submitted to be counted. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member must state the purpose of an association-wide election or vote and is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid.

A.6. Waiver of Notice. A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

A.7. Quorum. A majority of the Voting Members is a quorum. If a Members meeting cannot be held because a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the reconvened meeting, 25 percent of the Voting Members is a quorum. If a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the second reconvened meeting, a majority of the Board is a quorum. Written notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than 30 days nor less than five days before the reconvened meeting.

A.8. Majority Vote. Voting by Members may be at a meeting or outside of a meeting. Voting must be as required by law. Votes representing more than 50 percent of the Voting Members present at a meeting at which a quorum is present are a majority vote.

A.9. Proxies. Voting Members may vote by written proxy.

A.10. Conduct of Meetings. The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the members.

B. Board

B.1. Governing Body; Composition. The affairs of the Home Owners Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the certificate of formation. Each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary.

B.2. Number of Directors. The Board consists of not less than three nor more than seven directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

B.3. Term of Office. The initial directors serve until the first annual meeting of Members. The terms of directors will be staggered. At least one-third of the Board will be elected each year. The initial Board will determine the initial term, not to exceed three years, of each director. At the expiration of the initial term of a director, each successor will have a term of two years. Directors may serve consecutive terms.

B.4. Election. At the first annual meeting of Members, the Voting Members will elect directors to succeed the initial directors. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

B.5. Removal of Directors and Vacancies

B.5.a. Removal by Members. Any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.

B.5.b. Removal by Board. Any director may be removed at a Board meeting if the director-

i. failed to attend three consecutive Board meetings;
ii. failed to attend 50 percent of Board meetings within one year;
iii. is delinquent in the payment of any Assessment for more than 90 days; or
iv. is the subject of an enforcement by the Home Owners Association for violation of the Dedicatory Instruments.

B.5.c. Vacancies. A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

B.5.d. Successors. If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

B.6. Compensation. Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.

B.7. Powers. The Board has all powers necessary to administer the Home Owners Association's affairs.

B.8. Management. The Board may employ a managing agent ("Manager"). Declarant, or an affiliate of Declarant, may be the Manager.

B.9. Accounts and Reports. Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

B.9.a. An income statement reflecting all income and expense activity for the preceding period.

B.9.b. A statement reflecting all cash receipts and disbursements for the preceding period.

B.9.c. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.

B.9.d. A balance sheet as of the last day of the preceding period.

B.9.e. A delinquency report listing all Owners who are delinquent by more than 90 days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

B.10. Borrowing. The Board may borrow money to maintain, repair, or restore the Common Area without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.

B.11. Rights of Association. With respect to the Common Area, and in accordance with the Declaration, the Home Owners Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

B.12. Enforcement Procedures

B.12.a. Notice. Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose the Home Owners Association's lien, (iv) charge an Owner for property damage, or (v) levy a fine for a violation of the Dedicatory Instruments, the Home Owners Association or its agent must give written notice to the Owner as required or permitted by law. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Home Owners Association from the Owner. The notice must also (i) inform the Owner that if the violation is curable and does not pose a threat to public health or safety, which means it could not materially affect the health or safety of an ordinary resident, the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) indicate that the Owner may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the notice was mailed to the Owner, (iii) state that the Owner may have special rights if the Owner is serving on active military duty, and (iv) state the date by which the Owner must cure a curable violation that does not pose a threat to public health and safety.

B.12.b. Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

The Home Owners Association must hold a hearing under this section not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Home Owners Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a seven-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

B.12.c. Appeal. Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within seven days after the hearing date.

B.12.d. Changes in Law. The Board may change the enforcement procedures set out in this section to comply with changes in law.

C. Board Meetings

C.1. Meetings. Except as permitted by law, all regular and special meetings of the Board must be open to the Owners. Except for a meeting held by electronic or telephonic means, a Board meeting must he held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county. A board meeting may be held by electronic or telephonic means, provided all Owners and Board Members have access to the communication at the meeting as required by law.

C.2. Notice. Owners and Board Members must be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description

of any matter to be brought up for deliberation in executive session. Notice must be given as required by law.

C.3. Waiver of Notice. The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

C.4. Quorum of Board. At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than three nor more than 15 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

C.5. Conduct of Meetings. The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors. The Board meeting will be conducted as required by law.

C.6. Proxies. Directors may vote by written proxy.

D. Officers

D.1. Officers. The officers of the Home Owners Association are a president, vice president, secretary, and treasurer, to be elected from the Members. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

D.2. Election, Term of Office, and Vacancies. Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

D.3. Removal. The Board may remove any officer whenever, in the Board's judgment, the interests of the Home Owners Association will be served thereby.

D.4. Powers and Duties. Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Home Owners Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

D.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

E. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

F. Miscellaneous

F.1. Fiscal Year. The Board may establish the Home Owners Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Home Owners Association's fiscal year is a calendar year.

F.2. Rules for Meeting. The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

F.3. Conflict. The Declaration controls over these Bylaws.

F.4. Inspection of Books and Records

F.4.a. Inspection by Member. After a written request to the Home Owners Association, a Member may examine and copy, in person or by agent, any Home Owners Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

F.4.b. Inspection by Director. A director has the right, at any reasonable time, and at the Home Owners Association's expense, to (i) examine and copy the Home Owners Association's books and records at the Home Owners Association's Principal Office and (ii) inspect the Home Owners Association's properties.

F.5. Notices. Any notice required or permitted by the Dedicatory Instruments must be in writing. Notices regarding enforcement actions must be given as required or as permitted by law. All other notices may be given by regular mail. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Home Owners Association's records; and (b) the Home Owners Association, the Board, or a managing agent at the Home Owners Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

F.6. Amendment. These Bylaws may be amended at any time by the vote of 2/3 of the Voting Members in the Home Owners Association. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with changes in law.

HONEY GLEN ACRES HOA, INC., a Texas nonprofit corporation, by:

Brandon Whatley, President

Gwen Whatley, Secretary

STATE OF TEXAS)

COUNTY OF BELL)

This instrument was acknowledged before me on SEPT. 15, 2021, by Brandon Whatley, President of HONEY GLEN ACRES HOA, INC., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF BELL)

This instrument was acknowledged before me on SEPT. 15, 2021, by Gwen Whatley, Secretary of HONEY GLEN ACRES HOA, INC., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas
My commission expires: _____

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2021060067
As
BYLAWS

Recorded On: September 15, 2021
Parties: HONEY GLEN ACRES HOA INC
To HONEY GLEN ACRES
Comment:

Billable Pages: 8
Number of Pages: 9

(Parties listed above are for Clerks' reference only)

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

CLERKS RMF:		$5.00
COURT HOUSE SECURITY:		$1.00
RECORDING:		$33.00
	Total Fees:	$39.00

********** 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: 2021060067
Receipt Number: 226363
Recorded Date/Time: 09/15/2021 11:53:02 AM
User / Station: colonec - BCCCD0642

Record and Return To:

Harrell, Stoebner & Russell, P.C.
2106 BIRDCREEK DR
TEMPLE, TX 76502-1020

THE STATE OF TEXAS * BELL COUNTY *

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

Shelley Coston

DOC #2021060068
Pages 5

Honey Glen Acres HOA, Inc.
Document Retention Policy

Subdivision:	Honey Glen Acres
Homeowners Association:	Honey Glen Acres HOA, Inc., a Texas nonprofit corporation

This Document Retention Policy is adopted in accordance with Texas Property Code section 209.005 and supersedes any policy regarding retention and destruction of Documents that may have previously been in effect. This Document Retention Policy will be effective when recorded in the real property records of Bell County, Texas.

1. Definitions.

(a) Generally. The following words and phrases when used in this Document Retention Policy have the following meanings:

(1) The terms "Destroy" and "Destroyed" mean to destroy, discard, shred, burn, delete, chemically treat, purge, or otherwise eliminate Documents as may be appropriate.

(2) The term "Document" means any written, typed, or printed matter and all magnetic, electronic, or other records or documentary material generated or received by the Association in connection with transacting its business or related to the Association's legal obligations. The term "Document" includes but is not limited to writings, drawings, reports, graphs, charts, diagrams, correspondence, telegrams, memoranda, notes, records, minutes, contracts, agreements, records or notations of telephone or personal conversations or conferences, interoffice communications, electronic mail, microfilm, microfiche, bulletins, circulars, pamphlets, photographs, faxes, invoices, audio and visual recordings, computer printouts, drafts, résumés, logs, worksheets, and other information that is stored in magnetic, optical, digital, or other electronic-storage media from which the information can be obtained and examined, such as hard drives, floppy disks, CD-ROMs, DVDs, tapes, smart cards, integrated-circuit cards (e.g., SIM cards), other removable media (e.g., flash drives, Zip drives, Jaz cartridges), and the files within which any such items are maintained.

(3) The term "Official Files" means the files maintained by the Manager. The term "Official Files" expressly excludes Documents subject to the attorney-client privilege and the work-product privilege maintained by the Association's legal counsel.

(b) Other Capitalized Terms. Any other capitalized term in this Document Retention Policy that is not defined in this Document Retention Policy will have the meaning set forth in, as applicable, (1) the Declaration of Restrictive Covenants for The Landing at Heritage Oaks (as amended or restated from time to time), or (2) the Bylaws

of Honey Glen Acres HOA, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Policy.

(a) It is the Association's policy to maintain complete, accurate, and high-quality Documents. Documents are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or other purposes as set forth in this Document Retention Policy.

(b) Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.

(c) Documents that are no longer required, or have satisfied their recommended period of retention, will no longer be records of the Association and may be Destroyed.

(d) The Manager is responsible for ensuring that Documents within its area of assigned responsibility are identified, retained, stored, protected, and subsequently Destroyed in accordance with the guidelines set forth in this Document Retention Policy.

3. Compliance. This Document Retention Policy is not intended to be exhaustive and, accordingly, will be implemented to meet the specific needs of the Association. The retention periods specified in the Retention Schedule are guidelines based on the current retention periods set forth in current laws, industry custom, and practice.

4. Record Retention Schedule.

(a) Documents must be retained in accordance with the following retention schedule ("Retention Schedule"):

(1) Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.

(2) Financial books and records shall be retained for seven years.

(3) Account records of current owners shall be retained for five years.

(4) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.

(5) Minutes of meetings of the owners and the board shall be retained for seven years.

(6) Tax returns and audit records shall be retained for seven years.

(b) The retention periods specified in the Retention Schedule for particular Documents are intended as guidelines. In particular circumstances, the Manager and the Board may

determine that either a longer or shorter retention period is warranted, as long as the retention period does not violate current law.

5. **Directors.** The Association does not require Directors to maintain any Documents. Directors, in their discretion, may Destroy copies of Documents generated by the Association if the Association maintains the originals of the Documents in the Official Files. However, if Directors receive Documents relating to the Association that were not generated by the Association or received through the Association, Directors must send the originals of the Documents (or copies, if originals are not available) to the Manager to be maintained in the Official Files.

6. **Annual Purge of Files.**

(a) The Manager and each Director electing to maintain Documents must conduct an annual purge of files that are under their respective control. The annual purge of files must be completed within the first quarter of each calendar year for Documents relating to prior years.

(b) When a Director ceases to be a Director, the Director must either Destroy or turn over to the Manager all Documents relating to the business of the Association in the Director's possession or control. If the Documents are turned over, from that time forward, the Manager will have the responsibility to conduct the annual purge of files maintained by the former Director.

7. **Destruction Procedure.**

(a) If the Documents to be purged are of public record, the Documents will be recycled. If recycling is not economically feasible, the Documents may be Destroyed.

(b) If the Documents to be purged are not of public record, the Documents will be recycled as long as any confidential information contained in the Documents can be preserved; otherwise, the Documents will be Destroyed in order to preserve the confidential nature of the information.

8. **Certification.** Following the annual purge of files, the Manager, on request by the Board, must certify in writing that all Documents under its control conform to the guidelines set forth in this Document Retention Policy.

9. **Copies of Originals.** Copies of any Document may be recycled or Destroyed (as appropriate) at any time, regardless of age, as long as an original of the Document is maintained in the Official Files.

10. **Onset of Litigation.** If litigation has commenced, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved. At the direction of the Association's legal counsel, the Manager will advise the Board and any other person who may maintain Documents of the facts relating to the litigation. Thereafter, all Documents potentially relevant to the dispute will be deemed "held" until the litigation is concluded and all appeal periods have expired. At the conclusion of the litigation, the

"hold" period will cease and the time periods provided in the Retention Schedule will apply to the Documents.

Honey Glen Acres HOA, Inc., a Texas nonprofit corporation, by:

Brandon Whatley, President

This instrument was acknowledged before me by Brandon Whatley, President of Honey Glen Acres HOA, Inc., a Texas nonprofit corporation, as an act of the corporation, on SEPT. 15, 2021.

Notary Public, State of Texas

My commission expires: _____

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2021060068
As
POLICY

Recorded On: September 15, 2021
Parties: HONEY GLEN ACRES HOA INC
To HONEY GLEN ACRES
Comment:

Billable Pages: 4
Number of Pages: 5

(Parties listed above are for Clerks' reference only)

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

CLERKS RMF:		$5.00
COURT HOUSE SECURITY:		$1.00
RECORDING:		$17.00
	Total Fees:	$23.00

************ 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: 2021060068
Receipt Number: 226363
Recorded Date/Time: 09/15/2021 11:53:03 AM
User / Station: colonec - BCCCD0642

Record and Return To:

Harrell, Stoebner & Russell, P.C.
2106 BIRDCREEK DR
TEMPLE, TX 76502-1020

THE STATE OF TEXAS * BELL COUNTY *

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

Shelley Coston

DOC #2021060069
Pages 4

Honey Glen Acres HOA, Inc.
Payment Plan Policy

Subdivision:	Honey Glen Acres
Property Owners Association:	Honey Glen Acres HOA, Inc., a Texas nonprofit corporation

This Payment Plan Policy ("Policy") is adopted in accordance with Texas Property Code section 209.0062 and supersedes any policy regarding alternative payment schedules for assessments that may have previously been in effect. This Policy will be effective when recorded in the real property records of Bell County, Texas.

1. **Definitions.** All capitalized terms in this Policy that are not defined in this Policy will have the meaning set forth in, as applicable, (1) the Declaration of Restrictive Covenants for Honey Glen Acres Subdivision (as amended or restated from time to time), or (2) the Bylaws of Honey Glen Acres HOA, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Payment Plans.

(a) Right to Payment Plan. Subject to the terms of this Policy, Owners are entitled to make partial payments for delinquent amounts owed to the Association under an alternative payment schedule (each a "Payment Plan" and, collectively, "Payment Plans") in compliance with this Policy.

(b) Effect of Prior Payment Plan. The Association has no obligation to accept a Payment Plan from an Owner who has entered into a Payment Plan with the Association within the last twelve (12) months.

(c) Effect of Prior Default. The Association has no obligation to accept a Payment Plan from any Owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

(d) Effect of Expiration of Cure Period. The Association has no obligation to accept a Payment Plan from an Owner more than thirty (30) days after the Owner receives a notice of default from the Association notifying the Owner of delinquent amounts and payment options and providing the Owner an opportunity to cure the delinquency.

3. Basic Plan Requirements.

(a) In Writing. All Payment Plans must be in writing on a form provided by the Association and signed by the Owner.

(b) Frequency and Amount of Payment. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the total delinquent amount owed plus administrative fees, if any, plus the estimated accrued interest and late charges.

(c) Duration. Based on the guidelines below, a Payment Plan may be no shorter than three (3) months. The Association has no obligation to accept a Payment Plan for a term longer than eighteen (18) months. The following guidelines are provided to assist Owners in submitting a Payment Plan:

(1) If the total delinquent amount is less than two (2) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to six (6) months in length.

(2) If the total delinquent amount is greater than two (2) times but less than three (3) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to twelve (12) months in length.

(3) If the total delinquent amount is greater than three (3) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to eighteen (18) months in length.

(d) Future Assessments. If an Owner requests a Payment Plan that will extend into the next fiscal period for Assessments, the Owner will be required to pay future Assessments before they become delinquent in addition to the payments specified in the Payment Plan.

(e) Sequential Payment Plans. On request of an Owner, the Association may approve more than one Payment Plan (to be executed in sequence) to assist the Owner in paying the total delinquent amount owed.

4. **Date Payment Plan is Active.** A Payment Plan becomes effective and is designated as "active" after the occurrence of all of the following:

(a) the Association's receipt of a fully completed and signed Payment Plan on a form provided by the Association;

(b) the Association's acceptance of the Payment Plan, as evidenced by the signature of an officer of the Association; and

(c) the Association's receipt of the first payment under the Payment Plan.

5. **Fees; Interest.** Late fees, penalties, and delinquent collection fees will not be added to an Owner's account while a Payment Plan is active. The Association may impose a fee for administering a Payment Plan. The fee, if any, will be listed on the Payment Plan form and may change from time to time. Interest will continue to accrue on delinquent amounts during the pendency of a Payment Plan as allowed under the Declaration. On request, the Association will provide an estimate of the amount of interest that will accrue under any proposed Payment Plan.

6. **Default.**

(a) Events of Default. It is considered a default of the Payment Plan if an Owner does any of the following:

(1) does not return a signed Payment Plan form with the initial payment,

(2) misses a payment due in any calendar month,

(3) makes a payment for less than the agreed amount, or

(4) does not pay future Assessments before becoming delinquent with respect to a Payment Plan that spans additional fiscal periods for Assessments.

(b) Effect of Default. If an Owner defaults on the terms of the Payment Plan, the Payment Plan will, at the Association's option, be voided. If a Payment Plan is voided, the Association will provide written notice to the Owner and the full amount owed by the Owner will immediately become due and payable. The Association will resume the process for collecting amounts owed using all remedies available under the Declaration and applicable laws.

(c) Default Waived. In its absolute discretion, the Association may waive default under subsections 6(a)(2), 6(a)(3), and 6(a)(4) if an Owner makes up the missed or short payment in the immediate next calendar month's payment. The Association may provide a courtesy notice to Owner of any missed or short payment.

7. **Reinstatement of Voided Plan.** In its absolute discretion, the Association may reinstate a voided Payment Plan once during the original term of the Payment Plan, as long as all missed payments are made up at the time the Owner submits a written request for reinstatement.

Honey Glen Acres HOA, Inc., a Texas nonprofit corporation, by:

Brandon Whatley, President

This instrument was acknowledged before me by Brandon Whately, President of Honey Glen Acres HOA, Inc., a Texas nonprofit corporation, as an act of the corporation, on SEPT. 15, 2021.

Notary Public, State of Texas

My commission Expires_____

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2021060069
As
POLICY

Recorded On: September 15, 2021
Parties: HONEY GLEN ACRES HOA INC
To HONEY GLEN ACRES
Comment:

Billable Pages: 3
Number of Pages: 4

(Parties listed above are for Clerks' reference only)

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

CLERKS RMF:		$5.00
COURT HOUSE SECURITY:		$1.00
RECORDING:		$13.00
	Total Fees:	$19.00

********** 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: 2021060069
Receipt Number: 226363
Recorded Date/Time: 09/15/2021 11:53:04 AM
User / Station: colonec - BCCCD0642

Record and Return To:

Harrell, Stoebner & Russell, P.C.
2106 BIRDCREEK DR
TEMPLE, TX 76502-1020

THE STATE OF TEXAS * BELL COUNTY *

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

Shelley Coston

DOC #2021060070
Pages 5

Honey Glen Acres HOA, Inc.
Records Production and Copying Policy

Subdivision:	Honey Glen Acres
Property Owners Association:	Honey Glen Acres HOA, Inc., a Texas nonprofit corporation

This Records Production and Copying Policy ("Records Policy") is adopted in accordance with Texas Property Code section 209.005 and supersedes any policy regarding inspection and copying of Records that may have previously been in effect. This Records Policy is effective when recorded in the real property records of Bell County, Texas.

1. Definitions.

(a) Generally. The following words and phrases when used in this Policy have the following meanings:

(1) The term "Business Days" means Monday through Friday, excluding federal holidays on which national banking associations in Bell County, Texas, are authorized to be closed.

(2) The terms "Record" or "Records" mean the books and records of the Association, including financial records. The terms "Record" or "Records" specifically exclude an attorney's files and records relating to the Association and records of the Association subject to the attorney-client privilege and the work-product privilege.

(3) The term "Requesting Person" means an Owner, for himself or herself, or a person designated in writing by the Owner as the Owner's agent, attorney, or certified public accountant.

(b) Other Capitalized Terms. Any other capitalized term in this Records Policy that is not defined in this Records Policy will have the meaning set forth in, as applicable, (1) the Declaration of Restrictive Covenants for Honey Glen Acres Subdivision (as amended or restated from time to time), or (2) the Bylaws of Honey Glen Acres HOA, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Request to Inspect or Obtain Copies.

(a) A Requesting Person may submit a request to inspect or obtain copies of Records. The request must be submitted in writing and delivered to the Association by certified mail, return receipt requested, at the Association's mailing address as reflected on the Association's most current management certificate recorded in the real property records of Bell County, Texas.

(b) A written request to inspect or obtain copies of Records must identify with sufficient detail the Records requested and contain an election either to have the Association forward copies of the identified Records or to inspect the Records requested. If the Requesting Person elects to have the Association forward copies of the identified Records, the request must indicate the address to which the Requesting Person desires to have the Records forwarded, as well as one of the available formats and delivery methods below:

(1) Format: electronic files, compact disc, or paper copies.

(2) Delivery method: e-mail, certified mail, or pickup.

3. **Response to Request.** Within ten (10) Business Days after receipt of a written request under Section 2, the Association will provide one of the following as appropriate:

(a) the requested Records, if copies were requested and any required advance payment had been made;

(b) a written notice that the requested Records are available for inspection, specifying dates and times when the requested Records may be inspected by the Requesting Person during normal business hours at the Association's office;

(c) a written notice that the requested Records are available for delivery once payment of the cost to produce the requested Records is made and stating the cost;

(d) a written notice that a request for delivery does not contain sufficient information to identify the specific Records desired, the format, the delivery method, or the delivery address, as applicable;

(e) a written notice that the requested Records cannot be produced within ten (10) Business Days but will be available within fifteen (15) additional Business Days from the date of the notice and payment of the cost to produce the Records is made and stating the cost.

4. **Guidelines for Inspection.**

(a) A Requesting Person requesting to inspect Records must not disrupt the ordinary business activities of the office where the Records are kept during the inspection.

(b) No originals of any Records may be removed by a Requesting Person from the office where the Records are kept without the Association's express written consent.

(c) If a request is made to inspect Records and the Records are maintained in electronic format, the Requesting Person will be given access to equipment to view the electronic records. The Association will not be required to transfer the electronic records to paper format unless the Requesting Person agrees to pay the cost of producing the copies.

(d) If a Requesting Person inspecting Records requests copies of certain Records during the inspection, the Association must provide them promptly, if possible, but no later than ten (10) Business Days after the inspection or payment of costs, whichever is later.

5. Costs.

(a) A Requesting Person is responsible for all costs associated with a request made under this Records Policy, including but not limited to copies, postage, supplies, labor, overhead, and third-party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

(1) black and white 8½" x 11" single-sided copies ... $0.10 each;

(2) black and white 8½" x 11" double-sided copies ... $0.15 each;

(3) color 8½" x 11" single-sided copies ... $0.50 each;

(4) color 8½" x 11" double-sided copies ... $0.75 each;

(5) oversized single-sided copies ... $0.50 each;

(6) oversized double-sided copies ... $0.75 each;

(7) PDF images of documents ... $0.10 per page;

(8) compact disc ... $1.00 each;

(9) DVD ... $3.00 each;

(10) labor and overhead ... $18.00 per hour;

(11) mailing supplies ... $1.00 per mailing;

(12) postage ... at cost;

(13) other supplies ... at cost; and

(14) third-party fees ... at cost.

(b) The Association will send the Requesting Person an estimate of the costs to respond, compile, produce, and reproduce the Records requested. Any costs associated with a Records request must be paid in advance of delivery by the Requesting Person. A Requesting Person who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Records Policy.

(c) In the Association's absolute discretion, and with the concurrence of the Owner, the Association may agree to invoice the cost of the Records request to the Owner's account. The Owner must pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as Maintenance Charges as allowed under the Declarations.

6. **Waiver of Costs.** If, in the Association's discretion, a request for Records is deemed to be minimal, the Association may waive the costs under Section 5.

7. **Records of Individual Owners.** Unless the Association receives express written approval from the individual Owner whose records are the subject of a request for inspection or copying, the following Records are not available for inspection or copying by any Requesting Person:

(a) the financial records associated with an individual Owner;

(b) deed restriction violation details for an individual Owner; and

(c) personal information, including contact information, other than an address for an individual Owner.

Honey Glen Acres HOA, Inc., a Texas nonprofit corporation, by:

Brandon Whatley

Brandon Whatley, President

This instrument was acknowledged before me by Brandon Whatley, President of Honey Glen Acres HOA, Inc., a Texas nonprofit corporation, as an act of the corporation, on SEPT. 15, 2021.

Notary Public, State of Texas

My Commission Expires _____

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2021060070
As
POLICY

Recorded On: September 15, 2021
Parties: HONEY GLEN ACRES HOA INC
To HONEY GLEN ACRES
Comment:

Billable Pages: 4
Number of Pages: 5

(Parties listed above are for Clerks' reference only)

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

CLERKS RMF:		$5.00
COURT HOUSE SECURITY:		$1.00
RECORDING:		$17.00
	Total Fees:	$23.00

************ 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: 2021060070
Receipt Number: 226363
Recorded Date/Time: 09/15/2021 11:53:05 AM
User / Station: colonec - BCCCD0642

Record and Return To:

Harrell, Stoebner & Russell, P.C.
2106 BIRDCREEK DR
TEMPLE, TX 76502-1020

THE STATE OF TEXAS * BELL COUNTY *

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

Shelley Coston