Rules of Spring Creek Estates of Bell County Property Owners Association, Inc.

Basic Information

Date: MARCH 6, 2019

Property Owners Association: Spring Creek Estates of Bell County Property Owners Association, Inc., a Texas nonprofit corporation, established by the certificate of formation filed with the secretary of state of Texas on February 27, 2019 under file number 803250780

Property Owners Association's Address: 4300 Chantz Drive, Killeen, TX 76542

Declaration: The Declaration of Covenants and Restrictions of Spring Creek Estates, a subdivision in Bell County, Texas, recorded under document number 2019-8331, Official Public Records of Real Property of Bell County, Texas.

Definitions:

"ACC" means Architectural Control Committee as defined and described in the Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means McLean Commercial, Ltd. and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Dedicatory Instruments" means the Declaration, and the Certificate of Formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded under document number 2019-6431 in the real property records of Bell County, Texas, noted plat year 2019, Plat Number 44 A, B, & C, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Property" means all property located in the Spring Creek Estates subdivision.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including, but not limited to, a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means all lots in the Spring Creek Estates subdivision, being a subdivision in Bell County, Texas, according to the map or plat of record filed in 2019 under Plat Number 44 A, B & C, referenced under Document Number 2019-6431, and any additional property made subject to this Declaration.

The Property Owners Association adopts these Rules, which will be enforceable on the recording of this document in the real property records of Bell County, Texas. On violation of these Rules, owners may be subject to Penalties for Violation.

A. Imposition of Covenants

1. Declarant has imposed Covenants and Restrictions on the Subdivision as set forth in the Declaration of Covenants and Restrictions of Spring Creek Estates filed of record in instrument number 2019-8331, Official Public Records of Real Property of Bell County, Texas.

All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Declaration provides that (1) every Owner of a lot in the Subdivision shall automatically be a Member of the Spring Creek Estates of Bell County Property Owners Association, Inc. ("Association"); (2) membership shall be appurtenant to and may not be separated from ownership of a Lot, and (3) membership and voting rights shall be governed by the Governing Documents of the Association.

3. These Rules shall be considered a part of the Governing Documents of the Association and shall run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

B. Property Owners Association

1. *Establishment and Governance.* The Property Owners Association was established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board has adopted these rules and may adopt other rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership.* Upon becoming an Owner, a party automatically becomes a Member of the Association. Membership is appurtenant to and runs with ownership of the Lot qualifying the Owner thereof for membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the fee simple title to the Lot.

4. *Voting Rights.* The right to cast votes and the number of votes which may be cast to elect members of the Board and on all other matters to be voted on by the Members is as follows:

(a) The Owner (including Declarant) of each Lot within Property will have one vote for each Lot owned.

(b) The Owner shall only have the right to vote with regard to items and/or issues related to Property, the Declaration and this document.

(c) In addition to the votes to which it is entitled under Section 4.(a) as an Owner, Declarant will have 5 votes for each Lot within the Property.

(d) A property interest entitling the Owner thereof to vote held jointly or in common by more than one Owner requires that such Owners designate, in writing, a single Owner entitled to cast that vote. No other person is authorized to vote on behalf of that property interest. A copy of each written designation must be provided to the Board before a joint vote may be cast, and if the Owners do not provide such a designation, their vote will not be counted for any purpose unless all Owners holding the joint voting rights vote in the same manner.

(e) An Owner's right to vote may be suspended by the Association while any Assessment against such Owner's Lot is delinquent.

5. *Powers and Authority of the Association.* With regard to Property, the Association has the powers of a Texas nonprofit corporation, subject only to the limitations on the exercise of those powers as are set forth in the Declaration and this document. The Association has the power to do and perform any and all acts necessary, proper for, or incidental to, the exercise of any powers granted to it by the laws of Texas or by the Declaration and this document. Without limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

(a) *Bylaws.* To make, establish, promulgate, amend, repeal and re-enact Bylaws. The Bylaws will be established by the Board but may not conflict with the Declaration and this document.

(b) *Assessments.* To levy Assessments as set forth in this document.

(c) *Right of Enforcement.* When an Owner is in default under the Declaration and this document, to enter a Lot after 24 hours written notice, without liability to any Owner or occupant, to maintain or repair any Common Area, Improvement, or other facility. The Association may levy a Compliance Assessment against an Owner and Lot to reimburse the Association for expenses incurred by the Association in entering a Lot and performing maintenance or repair work thereon. Failure to pay a Compliance Assessment on demand is a breach of the Declaration and this document giving rise to all penalties for breach set forth herein. The Association, in its own name and on its own behalf, or in the name of and on behalf of any Owner who agrees, is authorized to begin and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Declaration and this document. The Association has authority to settle claims, enforce liens, and take all such action it considers necessary or expedient to enforce the Declaration and this document, but the Board is not and may not be authorized to spend Association funds to bring suit against Declarant. Each Owner severally will indemnify and hold harmless the Association, its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section 3.4(c) (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), excluding cost, loss, damage, expense, liability, claim or cause of action arising solely through the Association's gross negligence or willful misconduct. "Gross negligence" does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

(d) *Common Area*. To own, improve, grant and convey to any party any Common Area, Improvements thereon, and/or any interest therein, including fee title, leasehold estates, easements, rights-of-way, or Mortgages, out of, in, on, over, or under any of same for the purpose of constructing, erecting, operating, or maintaining thereon, therein, or thereunder, (i) roads, streets, walks, driveways, trails, and paths; (ii) lines, cables, wires, conduits, pipelines, or other devices for utility purposes; (iii) sewers, water systems, storm water drainage systems, sprinkler systems, trash dumpster pads and screening fences, and pipelines; or (iv) any other Improvement the Board determines will benefit the Owners generally.

The Association may own personal property to use in connection with the Common Area and Improvements therein.

(e) *Manager*. To retain and pay for the services of a manager to manage and operate the Association, including the Common Area, if the Board elects. Personnel may be employed directly by the Association or furnished by a manager. To the extent permitted by law, the Association and the Board may delegate duties, powers, and functions to the manager. Owners release the Association and the Board from liability for any omission or improper exercise by a manager of any such duty, power, or function so delegated.

(f) *Other Property or Amenities*. To obtain and pay for any other property (real or personal) or services and to pay any other taxes or assessments the Association or the Board is required to secure or to pay for pursuant to applicable law or the Declaration and this document.

(g) *Construction in Common Areas*. To construct Improvements in Common Areas.

(h) *In General*. To do all things reasonably necessary in order to perform the duties of the Association set forth in the Declaration and this document.

6. *Duties of the Association*. Subject to and in accordance with the Declaration and this document, the Association shall have and perform each of the following duties:

(a) *Common Area*. Accept, own and maintain in good condition and repair the Common Area, all Improvements thereon, all appurtenances thereto, and all personal property used in connection with same.

(b) *Taxes*. Pay real and personal property taxes and other taxes and assessments levied on or with respect to the Common Area if such taxes and assessments are not levied directly on the Members. The Association will have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(c) *Insurance*. Obtain and maintain in effect policies of insurance as the Board deems reasonably necessary or appropriate to carry out the functions of the Association.

(d) *Books and Records*. Keep books and records of the Association's affairs and make such books and records, together with a current copy of the Declaration and this document, available for inspection by Owners and Mortgagees upon request during normal business hours.

(e) *In General.* Carry out and enforce all duties of the Association set forth in the Declaration and this document.

7. *Indemnity.* The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, because that Person is or was a director, officer, committee member, employee, servant or agent of the Association or the Board, against all claims and expenses including attorney's fees reasonably incurred by such Person in connection with such action, suit or proceeding, to the full extent permitted from time to time by the Texas Business Organizations Code.

C. Funds and Assessments

1. *In General.*

(a) Assessments under the Declaration and this document will be levied on a uniform basis against each Lot within the Property, without regard to improvement, but no Assessments will be levied against Lots owned by Declarant. Declarant will determine the initial date for levy of regular assessments against the Lots. If additional Lots are subsequently annexed into the Property, the Owners of those Lots will be obligated to pay Assessments effective as of the date of annexation unless specified to the contrary in a Supplementary Declaration.

(b) If the obligation to pay an Assessment arises on a day other than the first day of the period for which the Assessment was levied, the Assessment shall be prorated as of the date the obligation first arose.

(c) Each unpaid Assessment, together with interest thereon and costs of collection set out herein, will be the personal obligation of the Owner of the Lot against which the Assessment fell due, and will be secured by a vendor's lien against such Lot and all Improvements thereon. No Owner may exempt himself from liability for such Assessments. The Association may enforce payment of Assessments in accordance with the provisions provided herein.

2. *Operating Fund.* The Board will establish an operating fund into which will be deposited all monies paid to the Association and from which disbursements shall be made to perform the functions of the Association under the Declaration and this document The funds of the Association must be used solely for purposes authorized by the Declaration and this document, as it may from time to time be amended.

3. *Regular Assessments.* The Board will estimate the expenses to be incurred by the Association during such year in performing its functions under the Declaration and this document, including but not limited to duties required and activities authorized herein of the Association and the Board, and including 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 such estimated net expenses will be levied, and the level of Assessments set by the Board will be final and binding so long as it is made in good faith. If the sums collected are inadequate for any reason, including nonpayment of Assessments by any Owner, the Association may at any time and from time to time levy additional Assessments for the same year in the same manner. Initially, Regular Assessments will be due and payable to the

Association annually at the rate of $240 per year, per lot. All property owners shall be subject to the monthly Regular Assessments.

4. *Special Assessments.* In addition to the Regular Assessments provided for above, the Board may levy special Assessments whenever the Board considers special Assessments necessary to enable the Board to carry out the functions of the Association under the Declaration and this document. The amount of any special Assessment shall be at the reasonable discretion of the Board.

5. *Compliance Assessments.* The Board may levy a Compliance Assessment against any Lot to reimburse the Association in accordance with the terms hereof for costs (including attorney's fees) incurred to place that Lot in compliance with the Declaration and this document.

6. *Interest.* Late Fees. In the event of default in the payment of any Assessment, the defaulting Owner shall pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (if there is no such highest rate, then at the rate of 18% per year), together with all costs and expenses of collection, including reasonable attorneys' fees. The Board may charge late fees for delinquent payment of Assessments in such amounts as the Board elects from time to time.

7. *Assessment Lien and Foreclosure.* All sums assessed under this Article but unpaid, together with interest, any late fees and the costs of collection, are secured by the Assessment Lien, which is a continuing lien and charge on the Lot assessed, which will bind such Lot, its Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The Assessment Lien is superior to all other liens and charges against the Lot except tax liens and liens of first Mortgages that secure unpaid sums borrowed to acquire or improve the Lot in question, which are superior to the Assessment Lien. The Association, in the discretion of the Board, may subordinate an Assessment Lien to any other lien, such subordination must be signed by a duly authorized officer of the Association. To evidence an Assessment Lien, the Association shall prepare a Notice of Lien stating the amount of the unpaid debt, the Owners of the Lot covered by the lien and a description of the Lot. Such notice shall be signed by an officer of the Association and shall be recorded in the Official Public Records of Bell County, Texas. The Assessment Lien shall attach with the priority above set forth from the date that the payment secured becomes delinquent. On the written request of any Mortgagee, the Association shall report to said Mortgagee any Assessment which then has been unpaid more than 30 days after the date due.

Each Owner, by accepting a deed to his Lot, recognizes the Assessment Lien as existing before his ownership of his Lot and grants the Board the right and power to bring all actions against such Owner or Owners personally to collect unpaid Assessments and other sums due hereunder as a debt, and to enforce the Assessment Lien by all methods available for the enforcement of liens, both judicially and by non-judicial foreclosure pursuant to Texas Property Code § 51.002 (as same may be amended or revised from time to time hereafter). By acceptance of the deed to his Lot, each Owner GRANTS, BARGAINS, SELLS AND CONVEYS to the President of the Association (from time to time serving) as trustee (and to any substitute or successor trustee as hereinafter provided for), that Owner's Lot and all rights appurtenant thereto, in trust, to secure such Owner's payment of Assessments and other sums due hereunder from

time to time. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the Official Public Records of Bell County, Texas. If the Board elects to foreclose an Assessment Lien due to nonpayment of sums secured by such lien, it will be the duty of the trustee, or his successor, as hereinabove provided, at the Board's request (which request shall be presumed) to enforce this trust and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Texas Property Code §51.002 (or the successor to such statute), and to make due conveyance to the purchaser(s), with general warranty of title to such purchaser(s) binding upon the Owner(s) of such Lot and his heirs, executors, administrators and successors. Notice pursuant to such statute shall be deemed given upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such Owner(s) at the most recent address as shown by the records of the Association, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person with knowledge of the facts to the effect that such service was completed will be prima facie evidence of the fact of such service. In any foreclosure proceeding, whether judicial or non-judicial, the Owner must pay the costs, expenses, and reasonable attorneys' fees incurred.

At any foreclosure, judicial or non-judicial, the Association may bid up to the amount of the sum secured by the Assessment Lien (including late fees, interest, costs and attorneys' fees), and may apply as a cash credit against its bid all sums due to the Association secured by the Assessment Lien foreclosed. From and after any such foreclosure, the occupants of such Lot will pay a reasonable rent for the use of such Lot, such occupancy shall constitute a tenancy-at-will, and the purchaser at such foreclosure may have appointed a receiver to collect such rent, and may sue to recover possession of such Lot by forcible detainer without further notice.

This Section is intended to comply with the provisions of Texas Property Code §51.002, relating to non-judicial sales by power of sale. If §51.002 is amended so as to affect this Section, the President of the Association, without joinder of any Owner, Mortgagee or other person, may by amendment to the Declaration filed in the Official Public Records of Bell County, Texas, amend this Section so as to comply with said amendments to §51.002.

D. Miscellaneous

1. *Notices*. Any notice permitted or required to be given by the Declaration and this document shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the 3rd day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

2. Interpretation. The provisions of the Declaration and this document will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property and to promote and effectuate the fundamental concepts of the Property set forth in the Declaration and this document. The Declaration and this document shall be construed and governed under the laws of the State of Texas.

3. Non-liability. Neither Declarant, the Board, nor any member thereof will be liable to the Association, any Owner or any other Person for any loss, damage, or injury arising out of their being in any way connected with the performance of Declarant's or the Board's duties under the Declaration and this document unless due to the willful misconduct, gross negligence or bad faith of Declarant, the Board or its member.

4. Assignment of Declarant. Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under the Declaration and this document to any other Person, and may permit the participation, in whole or in part, by any other Person, in any of its privileges, exemptions, rights, and duties hereunder. Any assignment by Declarant will be effective only when an instrument executed and acknowledged by Declarant evidencing such assignment is recorded in the Official Public Records of Bell County, Texas.

5. Compliance with the Declaration and this document. Each Owner shall comply strictly with the provisions of the Declaration and this document as from time to time amended. In addition to the Association's rights set forth herein, if any Owner fails to comply with any of the terms of the Declaration and this document within 10 days after notice of such failure from Declarant or the Board, such failure will give rise to a cause of action to recover sums due for damages or injunctive relief or both, which may be maintained by Declarant, the Board, or by any Owner, at the individual Owner's election and expense. Declarant may establish a schedule of fines for violations of the Declaration and this document, and may adjust the amounts set forth on such schedule from time to time. The schedule, as adjusted, shall be provided to an Owner upon such Owner's request. If any Owner defaults in the payment of a fine so assessed, such Owner shall be obligated to pay interest at the highest rate allowed by applicable laws then in effect on the amount of the fine, beginning 10 days after the date the fine is assessed, together with all costs and expenses of collection, including reasonable attorneys' fees. Declarant also may charge a one-time late fee for delinquent payment of a fine in such amount as Declarant may from time to time deem appropriate. The payment of any fine so assessed, together with attorneys' fees, interest and/or late fees thereon, shall be secured by the Assessment Lien, and shall be subject to the same penalties for non-payment, including without limitation, judicial or non-judicial foreclosure. Once the 10-day notice period of a violation has expired, each day during which a violation continues shall be a deemed a separate violation for which an additional fine may be imposed. When Declarant no longer owns any property in the Subdivision, Declarant's rights under this Section will transfer automatically to the Board, unless Declarant assigns such rights at an earlier time in Declarant's sole discretion.

6. No Warranty of Enforceability. While Declarant has no reason to believe that any of the covenants, terms and provisions of the Declaration and this document 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 such restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of such covenants, terms, or provisions assumes all risks of the validity and enforceability thereof and, by acquiring the Lot, will indemnify and hold Declarant harmless therefrom.

7. Enforcement; Non-waiver. Except as otherwise provided herein, any Owner at such Owner's expense, Declarant, and/or the Association, may enforce any and all provisions of the

Declaration and this document and the Declaration and this document. This right of enforcement includes both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce a provision of the Declaration and this document at any time will not waive the right thereafter to enforce any such provision or any other provisions of the Declaration and this document.

8. Construction. The provisions of the Declaration and this document are independent and severable, and the invalidity or partial invalidity of any provision will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All captions and titles used in the Declaration and this document are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

9. Dispute Resolution. No Owner (a "Complaining Owner") may commence any judicial action or process against Declarant, the Board or the Association (as applicable, the "Adverse Party") until and unless (i) the Complaining Owner notifies the Adverse Party that the Complaining Owner intends to institute a judicial action against the Adverse Party (which notice will reference this Section), and (ii) the Adverse Party does not elect to submit the dispute to non-binding mediation by notice to the Complaining Owner delivered within 30 days after the Complaining Owner's notice of intent to institute judicial action. If no election is made within said 30-day period, the Complaining Owner may proceed to institute a judicial action against the Adverse Party. If any Adverse Party elects to submit the dispute to non-binding mediation, however, the Adverse Party shall so notify the Complaining Owner within said 30-day period, which notice of election shall include the name of 3 qualified mediators acceptable to the Adverse Party, and no judicial action or process may be commenced against the Adverse Party until the mediation has concluded. A qualified mediator shall be any attorney-mediator with experience in mediating disputes involving real estate who does not reside within the Property, work for any party involved in the dispute or have any conflict of interest with any party involved in the dispute. The Complaining Owner shall have 5 days within which to accept one of the three mediators so named in the notice of election and to so notify the Adverse Party. If the Complaining Owner does not timely notify the Adverse Party of the Complaining Owner's acceptance of a mediator, the Adverse Party may select one of the named mediators as the sole mediator for the mediation. The mediation shall take place within 30 days after the mediator is determined. The cost of such mediator shall be paid equally between the parties.

IN WITNESS WHERE OF, Declarant has executed the Declaration and this document on March 6th, 2019.

DECLARANT:
MCLEAN COMMERCIAL, LTD.
By: McLean Commercial Management, LC,
General Partner

By: _____
James D. McLean, Jr., President

PROPERTY OWNERS ASSOCIATION:
Spring Creek Estates of Bell County Property Owners Association, Inc.

_____
James D. McLean, President

STATE OF TEXAS

COUNTY OF BELL

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared James D. McLean, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act and deed of the said James D. McLean, Jr. in his capacity as President of McLean Commercial Management, LC, General partner of McLean Commercial, Ltd., and in his capacity as President of Spring Creek Estates of Bell County Property Owners Association, Inc., and that he executed same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 6th day of March, 2019.

MARIO S VILLALPANDO
Notary Public, State of Texas
Comm. Expires 01-13-2020
Notary ID 128848540

_____
Notary Public, State of Texas

**** Electronically Filed Document ****

Bell County, Tx
Shelley Coston
County Clerk

Document Number: 2019-9180

Recorded As : ERX-RECORDINGS

Recorded On:	**March 08, 2019**
Recorded At:	**09:32:37 am**
Number of Pages:	**12**
Book-VI/Pg:	**Bk-OR VI-10762 Pg-268**
Recording Fee:	**$51.00**

Parties:

Direct- SPRING CREEK ESTATES HOA

Indirect- SPRING CREEK ESTATES

Receipt Number:	**362959**
Processed By:	**Monica Daye**

(Parties listed above are for Clerks reference only)

********** 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.

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